The Solicitors' Journal

and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, NOVEMBER 15, 1919.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS

Cases Reported this Week.

Current Topics.

Solicitors in Robes.

WHEN A solicitor appears as an advocate before a county court judge he is bound by professional etiquette to appear in robes. The practice has fallen into desuetude in some parts of the country, we believe, with the result that solicitors unacquainted with the strict rigour of the rule occasionally turn up at London courts without their robes. Some judges take no notice of the omission; others say nothing publicly, but see that the proper official draws the attention of the advocate to his breach of courtesy to the court; still others refuse to see him. The last course is humiliating to a solicitor, especially if he has been under a *bona fide* misapprehension as to the stringency of the practice in the court he visits. But no milder measure would secure improvement. It is certainly desirable that the custom of wearing robes should be maintained everywhere unless and until the profession, as a whole, through its governing body, the Law Society's Council, decides to ask the judges for some alteration of it. In our view the wearing of robes is a distinct advantage to the profession; it is a uniform, and like other uniforms, it commands respect, and confers status. Another bad practice which some judges now reprehend is the practice which some Counsel adopt of answering questions by the judge or taking objection without rising from their seats. There is here a lack of courtesy which cannot be defended.

Counsel in Industrial Courts

WE REGRET very much, not merely on professional grounds, the refusal of Sir ROBERT HORNE to let the parties to industrial disputes instruct solicitors and barristers to appear on their behalf. We believe a compromise was suggested, and may be embodied in the Industrial Courts Bill at a later stage, by which any party may ask permission *on special grounds* to be represented by a professional advocate, and may receive special permission from the Court. That is better than nothing. But it is, in our view, an elementary matter of justice that the plain layman, unskilled in stating his own case, should be entitled to employ the best professional assistance he can find. It is, we believe, a mistake to think that lawyers lengthen out cases unduly. On the contrary, we

believe, their presence leads to the suppression of irrelevant evidence, the narrowing down of issues to clear points of difference and the compromise of hotly contested claims. Sometimes lawyers are found who waste time on useless technicalities which are little better than quibbles; but the best practitioners are never guilty of such folly, and the advocate who is guilty of it seldom has a long-lived practice. To refuse any litigant the right to an advocate is, in our view, a distinct breach of the principle of "natural justice and equity" so deservedly dear to the common law of England.

Alibis and Platoons.

IN A RECENT case, commented on in the daily press, a party of soldiers endeavoured unsuccessfully to storm the police court when their officer was being tried on a charge of drunkenness at a restaurant. The learned magistrate commented severely on this attempt to commit the common law misdemeanour of rescue; but we fancy that to the common soldier his actions appeared simple loyalty. Personal bonds are stronger than abstract rules of law with all primitive men, and the soldier is essentially primitive. American lawyers have a good story to tell of the great General GRANT which illustrates this tendency of the plain, unvarnished soldier in all ages and all countries. After the Mexican War GRANT was stationed at St. Louis; he was adjutant to a commanding officer with a weakness for drink. One day he heard that his colonel had been arrested and was in the dock awaiting a charge of disorderly conduct; so he hurried to the court like a good adjutant and sat down beside his half-conscious commanding officer. Presently he heard a tramp of marching feet in the street outside, followed by a loud "Halt! Order Arms!" and the sound of musket-butts ringing on stone. He hurried out, and saw the grizzled old serjeant-major at the head of sixty men. "What is the matter?" asked GRANT. "Oh," said the serjeant-major, "we heard, sir, that the commanding officer was up on a charge of being drunk, so I called out the platoon on duty for the day and marched them here to swear an alibi." Let us hope that the "alibi" was conclusive.

Injunctions Against Strikers.

A GREAT SPECTACLE which shews the deep law-abiding instinct of the American people, despite lynching and racial riots, has just occurred in the United States. A great trade union had called a strike. The Government replied by putting in force a war power only intended to apply in the actual struggle with Germany, but still in force because Peace has not yet been formally ratified. They declared the strike illegal. They applied in the Federal Court for an injunction to restrain the strike. The injunction was granted and has been obeyed. It is very doubtful whether a similar step would have been successful in England. The American world, in fact, respects its own laws much more thoroughly than any European nation. Times have changed in America. There was a time, not so long ago, when a recalcitrant State would have simply ignored a Federal Court decision of which it disapproved; and the struggle between trade unionism and the Government is not unlike that between State rights and Federal rights. Many lawyers will remember the famous story of President ANDREW JACKSON and Chief Justice MARSHALL after the Cherokee War of 1820. The U.S. Government had made a treaty with the Cherokee Indians and had guaranteed them certain territories. The State Government of Georgia, however, backed up by force the claims of certain southern backwoodsmen who had trespassed into and settled upon the reserved Indian territories. The Indians, defeated in arms by the State Militia, obtained in the Supreme Court an injunction to restrain the State Government. President JACKSON, himself a Southerner, and an advocate of State rights, was on the side of Georgia. JACKSON'S remark is famous. "JOHNNY MARSHALL has laid down the law," he said, "now let JOHNNY MARSHALL enforce it." The Chief Justice, of course, was unable by his sheriff's officers to carry out the injunction, and the settlers kept their illegal claims. It is interesting to see a new spirit in things American.

Competing Jurisdictions.

A CURIOUS point, arising out of the tendency to overlap which marks our piecemeal legislation, came before the Divisional Court in *Dodd* v. *Dodd* (*Times*, 17th October). We need hardly say that section 11 of the Summary Jurisdiction (Married Women) Act, 1895, provides *inter alia* for an appeal to the Probate, Divorce and Admiralty Division of the High Court. Owing to the rule of practice in that Division, which casts upon a husband, whether petitioner or respondent, the burden in normal circumstances of giving security for his wife's costs, this right of appeal is practically debarred to husbands; for the class affected by magisterial matrimonial proceedings is not a wealthy class. Efforts have therefore been made from time to time to get erroneous decisions in law on the part of justices revised by the High Court through the medium of a *case stated*, but in 1897 this procedure was held to be inadmissible in *Manders* v. *Manders* (1897, 1 Q. B. 474). The view was taken then that, inasmuch as the Legislature had provided a mode of appeal, it could not have intended that a rival appeal in the shape of a *case stated* should be available. Since the date of that decision, however, the position appeared to be altered—at least in one class of consistorial cases. For section 30 (3) of the Criminal Justice Administration Act, 1914, provided that any order made by a court of summary jurisdiction *for the periodical payment of money* may be "revoked, revived and varied" by a subsequent order upon fresh evidence which satisfies the Court. This was largely a new power, only partially conferred on judges before the Act. Now in *Dodd* v. *Dodd* (*supra*) the position was this: A wife obtained a separation order against her husband, including the payment of alimony. Two years later the order was revoked on the husband's application. Later, again, the wife made a renewed application, and the original order was reversed. The husband, however, contended that magistrates had no jurisdiction to reverse a cancelled order, and justices agreed to state a case for the High Court. It came duly before the Divisional Court, where the wife took a preliminary objection to the jurisdiction, based on the rule laid down in *Manders* v. *Manders* (*supra*). It certainly seems difficult to distinguish that case. It is arguable, however, that the general statutory power to state a case for the High Court at the instance of any aggrieved party involves power to state a case under section 30 (3) of the Act. If so, the power to state a case and the appeal to the Probate Division would be cumulative, or, at any rate, alternative remedies of the aggrieved party. But to this view the Divisional Court took exception, and held that duplication of appeals could not have been contemplated by the Legislature. The general rule is that *specialibus generalia non derogantur;* and here the apparent inconsistency between the express special rule (appeal to Probate Division) and the implied general rule (case stated for King's Bench Division) must be resolved in favour of the former. In fact, the inconsistency crept into the legislation *per incuriam* of the Legislature.

Fiduciary Position of Directors.

IT MAY be accepted as a sound rule of our common law, elaborated and enforced more fully by equity in special circumstances, that no person, seised with a duty and possessed of a power for the purpose of executing that duty, is at liberty to use the power for ends of his own. In other words, an implied contract of agency arises out of the relationship, and the person empowered must observe the ordinary rules which define an agent's duty towards his principal. An interesting application, for so we deem it, of this general principle is to be found in *Piercy* v. *S. Mills & Co.* (*Limited*) *and Others* (*ante*, p. 35). The possessors of the power in this case were company directors. Their company had an issued capital of 4,252 one-pound shares and needed no more capital. A temporary manager appointed by the directors had differences with them. He acquired, as he was entitled to do, 2,146 shares of the com-

pany; and so had a controlling interest. He then took steps to secure his election on the board of the company. The directors thereupon took two steps, both of which were *intra vires* of their powers under the articles of association: they dismissed the manager and resolved to allot further shares to their own nominees in sufficient numbers to secure control. This action on their part the manager took proceedings to restrain as illegal, and Mr. Justice PETERSON gave him the injunction for which he prayed. It is well settled that directors are not entitled to use their power of issuing shares in order to gain a personal advantage at the expense of the wishes of the shareholders or to defeat the views of a majority of their shareholders, or to gain permanent control of the company: *Fraser* v. *Whalley* (1864, 2 Hen. & M. 10); *Punt* v. *Simons* (1903, 2 Ch. 506). But the present case, of course, was slightly different. Here the manager had forestalled the directors and gained a control inconsistent with his position as their servant by the simple method of buying shares in the market. This, of course, he is entitled to do. He can exercise his general common law right of purchasing any property which he is not restrained from purchasing by some statutory, fiduciary or contractual disability—none of which exists in this case. But it seems not unreasonable to contend that the directors are entitled to defend the existing regimen of the company against attack by exercising any legal power they possess—in this case their power of issuing the shares. The answer, however, is that this is not a general *jus* vested in the individual as such, but a special power vested in him as trustee for the company. He is therefore not entitled to use it in order to defeat the wishes of the existing majority of shareholders.

Public Policy and the Avoidance of Documents.

IT IS an exceedingly difficult matter to decide how any novel state of facts which involves a question of "avoidance as in restraint of public policy" will be viewed by our courts. Morals and manners and public policy cannot be, in a feminist democracy, what they were in the Merrie England of COKE and MANSFIELD. Thus there was a time when separation deeds were regarded as void, since they tended to restrain cohabitation on the part of the spouses. That phase passed, and the rule was established that only deeds covenanting for future separation were void, not those providing for the continuance of an existing separation: *Re Moore* (1887, 39 Ch. D. 116). The same principle applies to a gift by A to the wife of B on condition that she lives apart from her husband. If B and his wife are living apart already at the date of the gift, public policy is not infringed: *Re Carleton* (1911, W. N. 154); but if they are living together at that date the gift provides an inducement to the wife to desert her husband and is clearly *contra bonos mores*: *Re Moore* (*supra*). What about a legacy by A to B, his mistress, who is the wife of C, so long as she is chaste *and is living apart from her husband?* Nice arguments are possible. The case has just arisen in *Re Lovell* (*ante*, p. 35). It was contended for the validity of the gift that the provision was merely intended to support the wife in living a chaste life unless and until she returned to her husband—a view hardly credible on the actual facts. While not going so far as to adopt this construction, Mr. Justice P. O. LAWRENCE held that—in view of the fact that the wife was already living apart from her husband—the analogy of the separation deed cases applied, and the gift is valid.

Evidence of Neurasthenia.

IN A recent case Judge PARRY refused an application at Lambeth Court where the landlady of a house put forward a novel ground why she should obtain the eviction of the tenant. It was stated that she suffered from neurasthenia, and that irritability caused by the tenants' refusal to quit was aggravating her complaint. Medical evidence to this effect was called, but the judge declined to consider it and attach any importance to it. There is no doubt, we fear, that the very genuine and real malady, neurasthenia, has been much abused of late years in the course of judicial proceedings. In workmen's compensation cases, in disability pension cases, in divorce and separation suits, in running-down cases there is a tendency of the party seeking relief to allege that he or she is the victim of "neurasthenia," and expert medical evidence is readily forthcoming to support any such allegation. In separation and divorce suits by wives this tendency has long ago reached a very high point. Where no other ground of cruelty can be reasonably alleged by a wife, advantage is taken of the legal definition of cruelty as "injury to life, limb, or health, or reasonable apprehension of the same" in order to set up a count against the husband: it is suggested that the wife suffers from neurasthenia, and that this is the result of tyrannical conduct on the husband's part. Medical evidence is easily obtained to support the claim in the witness-box; indeed, doctors are in a very difficult position. It is impossible to be quite sure whether or not a patient is suffering from this disease. Hence a doctor is reluctant to offend or lose a patient by refusing to give a certificate or evidence, especially when he cannot feel absolutely certain that her story is not true. The moral would seem to be that private practitioners should be relieved from their present embarrassing position by being relieved of the duty to give evidence in such cases. The certificate or sworn testimony in the box of a public medical referee should be the only evidence accepted in such cases.

The Railways and the Ministry of Transport.

SOME DIFFERENCES of view appear in the public Press as to the precise powers of the Ministry of Transport over the railways. It is commonly stated that the Government owned and ran the railways during the war and continues to do so for two years from 15th August, 1919, under the Ministry of Transport Act, 1919. This, however, is incorrect. On the outbreak of war "possession" was assumed, not ownership; the Government took possession of the railways by virtue of their statutory powers under the Regulation of the Forces Act, 1871. This gave general direction and control as regards the traffic. But the "possession" was limited to the powers necessary to exercise such control in the interests of the conduct of the war. The *post-bellum* possession, as defined in the statute itself, is limited in a similar definite way as follows:—"For the purposes of this Act, possession so taken or retained as aforesaid shall confer on the Minister such rights of control and direction as may be necessary for the exercise of his powers under this Act, but shall not confer on him any rights of ownership." It is clear that the "powers" possessed by the Minister under the new Act are wider than those conferred by the Act of 1871. The latter related only to war purposes; the present Act contemplates a general co-ordination of all modes of traffic with a view to eliminate waste, to secure economy and efficiency, and to initiate improvements in the transport services. But the general nature of the "power" is still that of "possession" for a specific purpose, not that of an owner or even of a general "bailee." A discussion as to the precise scope of the powers vested in the Government by the Regulation of the Forces Act, 1871, and the Order in Council, 4th August, 1914 (Manual of Emergency Legislation, p. 368), which declared a state of public emergency to have arisen and took over the railways, is to be found in *Denaby and Cadeby Main Collieries (Limited)* v. *Great Central Railway* (1915, 84 L. J. K. B. 220). In that case the plaintiffs had made an application to the Railway Commission with reference to an alleged undue preference to rival traders. The company pleaded that they were no longer in possession of the railway, but were servants of the Government bound to obey its orders. The Court held, however, that the working and control of the railways remains in the undertaker subject to the paramount interest of the Crown under the Order in Council. Where a railway is shown *prima facie* to have refused lawful facilities, the burden of proof is on it to shew that it is prevented from granting them by the action of the Crown. It is conceived that the principle of this case would apply to any similar case arising under the novel situation created by the Ministry of Transport Act.

Punishments in Native States.

One of the difficulties of British Colonial rule is illustrated by the recent libel action of *Fitzpatrick* v. *Barber* (*Times*, 10th November). The plaintiff, a former Resident in the Protectorate of Northern Nigeria, had been accused of permitting the flogging of native women in native courts. He succeeded in showing that he was quite innocent of any such complicity and instigation, and the jury returned a verdict in his favour with £400 damages. At the same time they added a rider condemning the practice of flogging women in native courts where British rule prevails. Everyone will agree that the flogging of women is undesirable, and some persons will consider that the same principle applies to the flogging of men—except, perhaps, for very grave offences. In courts where British law is administered flogging of women is illegal. But in Nigeria, in Egypt, and in certain independent states of India, Britain is not the sovereign but merely the protector of the sovereign. She does not administer the country, but appoints political agents, residents, who advise and warn the native rulers as to the exercise of their powers. In such cases native law and custom is permitted, except where contrary to the dictates of natural justice and humanity. The Residents can discourage practices of punishments of which they disapprove, but can scarcely take the bold step of forbidding them altogether merely because British sentiment of to-day takes a different view from that of native sentiment. The flogging of women was legal and, indeed, prevalent, in England until 1820; so it cannot be urged that it is opposed to "natural justice and humanity." Perhaps the question of punishments, permissible and otherwise, among native races might be considered by the Legal Committee of the League of Nations, if and when that body finally commences its activities.

The W.R.A.F. Inquiry Report.

In accordance with invariable custom, the House of Lords Committee, presided over by Lord Wrenbury, has not published its report upon the case of Miss Douglas Pennant: communication to the House of Lords must precede communication to the public at large. But in view of the attacks made on certain individuals in the course of the case, Lord Wrenbury took the wise and humane step of stating at once the unanimous conclusions of his Committee so far as the character of those individuals was concerned. The charges of immorality against the W.R.A.F. at Hurst Park were found to be unsupported by any evidence whatever. The allegations against the commanding officer and a lady administrator were definitely proved to be untrue. The sensational suggestions that generals and colonels of high standing and character were deliberately promoting or sanctioning or winking at immorality in the camps were found to be untrue. No one will question the justice of this decision. Tittle-tattle of a sensational kind has long been spread about, and very generally believed, in connection with the W.R.A.F. personnel. Happily rumour has been conclusively shewn to be "a lying jade." In fact the charges made, like some allegations which used to be common in pre-war days concerning what was called the "White Slave Traffic," are in all probability the grossest of fabrications and exaggerations which well-meaning persons, unacquainted with the world and its ways, readily make and believe, although no real evidence is ever brought forward in their favour. The moral seems to be that greater care should be taken by philanthropists and moral reformers before charges of a grave kind are made against private persons or classes of the population. Earl Stanhope's hasty statements in the House of Lords, unjustifiable as they were, are not really any worse than the similar wild and unproved charges habitually made both in the House of Lords and the House of Commons by all sorts and conditions of persons, lay and clerical, during the discussions on the celebrated Criminal Law Amendment Acts of 1885 and 1912.

The Rhodes Trustees have given £20,000 to Oxford University for the establishment of a Professorship and for the advancement of the study of Roman-Dutch Law.

The Ministry of Health.

V.—Summary of Metropolitan Public Health Administration.

In our last article it was pointed out that, unfortunately, two different systems of Public Health administration exist in England. There is one system for the provinces and another system for the Metropolis. The former was described in our last article. The latter will be described in this.

The reason for the difference, and the special treatment of London, is purely historical. A series of special Acts were passed for London, just as for isolated areas in the provinces, dealing with sanitation, roads, police and other matters. These were consolidated into Metropolitan Management Acts, and the like, at a date when central Public Health administration for the country as a whole had not yet been planned or executed. The result was that the Metropolis already had a more or less complete sanitary code when the great Public Health Act of 1875 was enacted for the rest of the country. So London, partly for convenience and partly, perhaps, to avoid opposition, was left out of the general scheme. Later amendments have taken place, both in the Metropolitan and in the general scheme, but so far without any serious attempt at unification.

London, to begin with, is a name of diverse meanings. It is one area, but an area with different boundaries according to the different administrations involved. Postal London, Police London, and Water London are quite distinct areas both from one another and from the Administrative County of London. Of course, the City of London is only one small unit within the county; but this everyone knows. The County of London, so created for the first time by the Local Government Act of 1886, is a peculiar area carved out of the four counties of Kent, Surrey, Middlesex, and Hertford. Its area is 117 square miles; its extent from north to south is eleven miles, and about the same from east to west, except in the extreme south-east, where it projects into Kent another five miles or thereabouts. The area, although created into one administrative county, and placed under the government of a County Council so recently as thirty-three years ago, had long been treated as a unit for special purposes of local government centralised administration. In 1855 the Metropolitan Board of Works was set up as the local authority for the whole area. It consisted mainly of delegates from the various cities (London and Westminster), boroughs, districts, and vestries which had obtained separate metropolitan treatment in connection with Public Health. These lesser areas were reconstructed at the same time, and grouped into thirty-eight local units, each governed by a vestry or a district board. This, the first definite constitution which London obtained, was created by the Metropolis Local Management Act of 1855.

The area which was thus created into the Metropolis had been a separate area for Public Health purposes ever since the 16th century. In that age the plague became prevalent. The City of London found it necessary to guard against it by the isolation of patients and infected houses. Bills of mortality were published giving returns of deaths and the houses affected. These were first of all published only in each City parish. Then the returns were extended to parishes immediately outside the City which were fairly populous and not too discontinuous in building line from those of the London streets. The system got fixed, and the area affected by it became known as that of the "places and parishes within the bills of mortality." This system of making death returns lasted until 1836, when a Registration of Births, Deaths, and Marriages Act was passed, which applied to the whole country. By 1840 the newly-appointed Registrar-General began to compile and issue returns based on those registrations. These returns were at first confined to "places within the bills," so that these areas gradually got known as the "Registrar-General's Area." In 1855 the "Registrar-General's Area" was definitely adopted as the Metropolitan area for the purpose of the

Metropolis Management Act of 1855. So it became the County of London when the administrative county was constituted in 1886.

Shortly after the "Registrar-General's Area" came into definite existence, in 1840, an effort was made by reformers to improve and centralise its public services, including that of Public Health. At that date, and until 1848, the Main Drainage of London was carried out by no less than eight Commissions of Sewers. In 1848 there occurred a cholera epidemic. A panic arose, and the eight commissions were swept away in favour of one single "Metropolitan Commission of Sewers." In 1855, when the Metropolitan Board of Works was created by the Metropolis Management Act of that year, the control of the main drainage was entrusted to the Board of Works. Henceforward, London had a centralised sewerage system. The Act of 1855 also required each of the thirty-eight vestries to appoint a medical officer of health. In 1855, too, another Act, the Disease Prevention and Nuisances Removal Act, conferred various sanitary powers on the vestries and their medical officers of health. From this time on London had a definite and peculiar system of Public Health administration.

We cannot trace in detail the growth and functions of the various Public Health authorities which exist in London for various purposes, but the following list indicates their nature:—

1. The London County Council.
   The principal Public Health Authority. Its powers are wider than those of other county councils. For example, it administers the main drainage system, which elsewhere is under the subordinate authorities, district and borough councils.
2. The Metropolitan Boroughs (including the Cities of London and Westminster).
   These are the local sanitary authorities, but their powers are much more restricted than are those of provincial local sanitary authorities.
3. The Port of London Sanitary Authority.
   The functions of this body are similar to those of other port sanitary authorities, discussed in last article.
4. The Metropolitan Asylums Board.
   This important and peculiar unit in the Metropolitan system was specially created by the Metropolitan Poor-Law Act of 1867. It administers fever hospitals and infirmaries, which elsewhere are partly under the Poor-Law authority and partly under specially elected or co-opted committees.
5. The Metropolitan Water Board.
   This authority, created in 1902, and elected by the various local authorities whose areas are affected by its powers, has all the functions of water supply elsewhere vested in the local sanitary authorities (*i.e.*, district councils).
6. The London Insurance Committee.
   Created by the National Insurance Act, 1911, but not peculiar to London.

The sanitary powers of the London County Council are very wide, and may be briefly classified as follows:—

A.—Original jurisdiction.
The Council administers the law relating to
* (1) Main drainage.
* (2) Buildings and bridges.
* (3) Asylums.
* (4) Fire Prevention.
* (5) Parks and open spaces.
* (6) Housing of the working classes.
* (7) Water supply.

* These include the greater part of the sanitary powers elsewhere vested in district councils.

B.—Supervisory jurisdiction.
The Council, like other County Councils, supervises the administration of the sanitary powers by the Metropolitan Borough Councils and hears complaints.

C.—Jurisdiction to secure uniformity
The Council also makes and enforces bye-laws for the purpose of securing uniformity of sanitary administration throughout the Metropolis.

The sanitary powers of the Metropolitan Borough Councils, however, although less extensive than those of district councils in the provinces, are by no means unimportant. They include:—

A.—The making, repair, and maintenance of sewers other than "main sewers."
B.—The detection and abatement of nuisances.
C.—The cleansing of streets and the removal of house refuse.
D.—The provision of public lavatories.
E.—The appointment of sanitary inspectors and medical officers of health.
F.—The provision of hospitals.
G.—Housing duties under a number of statutes.
H.—The adoption or otherwise of the power conferred by the "Adoptive Acts," namely, the Bath and Wash Houses Acts, the Burial Acts, and the Public Libraries Acts.

London has two sets of rival authorities, each of which has power to make sanitary bye-laws. The London County Council can do so under the Local Government Act of 1886 and the various London Public Health Acts. The Metropolitan Borough Councils can do so by virtue of the powers transferred to them from the old vestries; they can make bye-laws but cannot dispense with the requirements of their own bye-laws: *Yabbicon* v. *King* (1899, 1 Q. B. 444). Their power is limited to the making of bye-laws for three ends:—(1) The "good rule" and government of the borough; (2) the "prevention and suppression" of nuisances; and (3) to secure the cleanliness and freedom from pollution of cisterns. It should be noted that in respect of confirmation a difference exists between the first class of powers and the two latter classes. Each requires confirmation by a central authority. But in the case of bye-laws for the "good rule," &c., the confirming authority is the Home Secretary. In the case of bye-laws relating to nuisances and to the cleanliness of water cisterns the confirming authority is the Ministry of Health, which has succeeded to the powers in this behalf formerly possessed by the Local Government Board.

Recent Statutory Enactments Affecting Solicitors.

A NUMBER of recent changes in the law are of special interest to solicitors. We propose to discuss these here very briefly. They may be divided into three classes; first, statutes dealing with solicitors; secondly, statutes altering the practice of the courts; thirdly, statutes making substantive changes in the law which have a special bearing on the work of solicitors. We are indebted for some of our points to the Quarterly Bulletin, compiled by the teaching staff of the Law Society, published as a supplement to the Law Society's Gazette (November, 1919).

I.—STATUTES DIRECTLY AFFECTING SOLICITORS.

The Solicitors Act, 1919, amends the law relating to the disciplinary expulsion of solicitors. The Statutory Committee, appointed under section 12 of the Solicitors Act, 1888, had until the present Act merely power to report a solicitor to the High Court or the Master of the Rolls as a person whose conduct rendered him suitable for suspension or expulsion; the Committee itself had no power to strike a solicitor off the rolls. In other words, disciplinary powers vested in the governing bodies of the Bar, the medical, the dental, and the veterinary professions were denied to solicitors. This *lacuna* in the law has been put right by the present Act, which confers on the Statutory Committee

power to strike a solicitor off the rolls or suspend him from practice. A right of appeal to the Court is given. There are other minor amendments in the Act.

The Solicitors (Articled Clerks) Act, 1919, extends the concessions made by the cognate Act of 1918. The latter Act gave to articled clerks "on war service" the privilege of reckoning as part of their period of apprenticeship the whole of their period of war service. The present Act extends a similar privilege to persons who may become articled clerks "at any time during the continuance of the present war or before the expiration of one year after the termination thereof." There is this difference, however. The latter class must serve under articles for a minimum period of two years, whereas no minimum exists in the case of the former class.

The Public Notaries (Articled Clerks) Act, 1919, grants very similar concessions in respect of the period of war service to clerks articled to public notaries. As the latter are no longer an important or numerous class, however, the concessions are not of very great practical value.

II.—Statutes Altering the Practice of the Courts.

There is only one statute of this kind which needs consideration—namely, the Courts (Emergency Powers) Act, 1919. This extends, amends and prolongs the duration of the Courts (Emergency Powers) Act, 1917. One of the chief amendments is the substitution of 1st January, 1917, for 4th August, 1914 (the date of the earlier Act), as the date before which a contract must have been entered into in order to bring it within the discretionary powers of the Court as to variation, annulment or suspension. In this connection attention may be called to the Report of the Pre-War Contract Committee (Cd. 8975 of 1918), an interesting document which deserves study. The little *brochure* of Mr. Mackinnon, K.C., on the "Effect of War on Contracts" (Oxford: Clarendon Press) is a gem of precise analysis and concise statement also deserving of attention.

III.—Statutes Indirectly Important to Solicitors.

This latter class is necessarily vaguer than the two former. Differences of opinion may reasonably exist as to the statutes whose subject-matter entitles them to be here considered. We will adopt the opinion of the Law Society teaching staff, who regard three statutes which received the Royal Assent within the last three months as especially affecting the interests of solicitors. One of these is the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919, already fully noted in these columns.

Another is the Restoration of the War Practices Act, 1919. This statute was enacted in order to redeem the pledge given by Mr. Asquith's Cabinet to the labour world in 1915 when the Labour Party were asked to suspend their trade restrictions and "ca' canny" practices for the duration of the war, and submit to the Munitions of War Act, 1915. The new Act is passed in a form approved by the Labour Party as a whole-hearted redemption of the Government's pledge. It restores "any rule, practice, and custom obtaining before the war in any industry" which has "during and in consequence of the present war been departed from." Restoration is now made obligatory upon the employer. The practice must be maintained and permitted by him for a period of one year from the date of the restoration.

The Police Act, 1919, is of the utmost interest to all solicitors whose practice carries them as advocates or otherwise into the sphere of magisterial and criminal courts. Members of a police force are prohibited (section 2) from being or becoming members of "any trade union or any association having for its objects, or one of its objects, to control or influence the pay, pensions, and conditions of service of any police force." In return for this disability there is conceded a privilege. A Police Federation is constituted "for the purpose of enabling members of the police force . . . . to consider and bring to the notice of the police authorities and the Secretary of State all the matters affecting their welfare and efficiency other than questions of discipline and promotion affecting individuals." A schedule to the Act sets out the constitution of the Federation. It consists of branch boards, central conferences, and central committees.

This scheme may be regarded as the police force equivalent of a Whitley Council, as applied to the Civil Service and the great private industries. No similar scheme has yet been adopted for the Army, Navy and Air Force—where trade-unionism is, of course, forbidden without the concession of equivalent representation. Possibly the police force plan may ultimately be applied to those forces as well. In the meantime, it will be interesting to watch this experiment in limited democracy within a great disciplined organization. The police force occupy an intermediate status between that of the soldier, sailor and airman (whose enlistment practically deprives them of personal liberty in the interests of necessary disciplinary authority) and that of the layman, whose status is completely free. The precise extent to which a policeman, soldier or any other class of civil servant must be prepared to sacrifice—during his period of service—many of the civil and political rights of a freeman is one of great juristic difficulty. Probably many unexpected experiments will be tried in the next few years.

The statutory enactments summarized above of course form only a few of the numerous Acts which have become law in the last few months, all of which—in some sense—necessarily affect every lawyer. An interesting point, worthy of consideration and discussion by all interested in questions of professional organization, is how far in a general codification of our laws, any of the above statutes would be classed under the "law relating to persons" as distinct from the law relating to "actions" and procedure—*i.e.*, under "substantive" as opposed to "adjective" law?

Books of the Week.

Practice.—A Manual of the Practice of the Supreme Court of Judicature in the King's Bench and Chancery Divisions. By John Indermaur, Solicitor. Tenth Edition, by Charles Thwaites, Solicitor. Sweet & Maxwell (Limited). 20s. net.

The Treaty of Peace with Germany.—Clauses affecting Mercantile Law. By Cyril M. Picciotto and A. W. Ewart Wort, Barristers-at-Law. 6s.

Finance.—A Plain Guide to Investment and Finance. In Two Parts. By T. E. Young, B.A., F.R.A.S. Third Edition, Revised, Expanded and Reset. Macdonald & Evans. 7s. 6d. net.

The Secretary and His Directors. Fourth Edition. By Herbert W. Jordan and Stanley Borrie. Jordan & Sons.

The Law of Checkweighing. By John Henry Cockburn Solicitor. Stevens & Sons (Limited). 7s. 6d.

Correspondence.

The Position of Lawyers' Clerks.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I send a word thoroughly supporting what "Temple says in your issue of last Saturday.

As the powers that be have not been able to effect anything worth mentioning in the direction of increasing Solicitors' charges, I have personally long ago anticipated what must inevitably happen. In my own practice, since the beginning of last year, I have been charging more than I am legally allowed to do, and now, I should think, exceed that by something like 50 per cent. So far as my staff is concerned, last year they received 50 per cent. over pre-War salaries, and this year considerably more than that.

The profession must get into line with the times, and that quickly. Solicitors' clerks must be treated well financially, and made comfortable, otherwise their calling will become an obsolete one.

E. B.

[We print our correspondent's letter at his request. But we cannot advise solicitors to follow the example set by charging costs which exceed those allowed by law. The question, however, is a urning one; and it is hoped that a revision of the court scales will e introduced at an early date.—Ed. *S. J.*]

CASES OF THE WEEK.

House of Lords.

FEDERAL STEAM NAVIGATION CO. (LIM.) v. SIR RAYLTON DIXON & CO. (LIM.) 27th October.

CONTRACT—IMPOSSIBILITY OF PERFORMANCE—SHIPBUILDING AGREEMENT—WAR—GOVERNMENT INTERFERENCE.

The appellants contracted with the respondents that the latter should build a ship for them, according to approved plans and specifications, for £127,500, the steamer to be delivered by the end of January, 1915. The contract provided that in the event of any delays due to causes beyond the builders' control which should interfere with construction of the vessel the builders should be allowed a corresponding extension of time. It was common ground that it was impossible to carry out that contract by reason of the interference of the Government staying the building of merchant vessels for a time. Eventually the Board of Trade sanctioned the building of a "standard" vessel for the appellants, but the shipbuilder declined to put it in hand, contending that the contract they had agreed to carry out had gone so completely that the building of the ship as a standard ship was a wholly new contract.

Held, that the interference of the Government was clearly of such a character and duration as to make the building of the ship as contracted for a wholly different contract from the contract which the respondents had agreed to execute, and therefore the contract had ceased to be operative, and the respondents were entitled to refuse to build the standard ship in place of the screw steamer.

Tamplin Steamship Co. v. Anglo-Mexican Petroleum Products Co. (1916, 2 *A. C.* 397) *distinguished.*

Metropolitan Water Board v. Dick, Kerr, & Co. (Limited) (1918, *A. C.* 119) *followed.*

Appeal from a decision of the Court of Appeal affirming a judgment of Bailhache, J. In January, 1915, the respondents entered into a contract with the appellants to build for them a screw steamer, to be delivered by the end of the year. The contract provided that in the event of any delays caused through strikes or labour difficulties, or by fire, frost, floods, bad weather, war, or any cause whatsoever beyond the builders' control which should interfere with the construction of the vessel the builders should be allowed one working day's extension of time for each day of such delays. In February, 1915, the respondents were commanded by the Admiralty to build monitors, and in July, 1915, the respondents' works were declared to be a controlled establishment. As a consequence the respondents had not commenced work on the contract ship. In June, 1916, the respondents were directed to devote their resources entirely to merchant shipping. Before the respondents could proceed with the building of the contract ship, it was necessary for them to obtain from the Board of Trade an "A" priority certificate, to enable them to procure the necessary materials, and in cases in which, owing to the increase in the cost of material and to the rise in wages subsequent to the making of a shipbuilding contract, the cost of carrying out the contract had considerably increased, this was not granted until the parties had agreed to an increase in the contract price. The Board of Trade therefore declined to grant such certificate until the parties had agreed as to the increase in the contract price. It was ultimately agreed that the contract price of the ship should be increased by £74,000, and in November, 1916, an "A" priority certificate was granted. In February, 1917, the Board of Trade refused to grant facilities for building the contract vessel, and in March, 1918, the Shipping Controller instructed the respondents to proceed with the construction of the vessel as a standard ship, that is, a ship of smaller dimensions than the contract ship, and of different design. The appellants having commenced an action (which was ultimately discontinued), claiming to be relieved from the payment of the extra £74,000, the respondents counter-claimed that the contract was no longer binding upon them. Bailhache, J., gave judgment for the respondents on the counter-claim, holding that the case came within the principle laid down in *Metropolitan Water Board* v. *Dick, Kerr, & Co.* (1918, A. C. 130), and his judgment was upheld by the Court of Appeal (Bankes, Warrington, and Scrutton, L.JJ.). The respondents were not called on to argue, and

Lord BIRKENHEAD, C., in giving judgment, said it was common ground that after the agreement in November, 1916, steps were taken by the Government and instructions conveyed to the shipbuilders which made it just as impossible for the builders to proceed with the execution of the contract as it had been impossible during the period of the operation of the earlier contract, and it was a matter of complete indifference whether the impossibility was caused by the failure to obtain a priority certificate or whether the interpretation was produced by some other directions which equally made it impossible to carry out the terms of the contract. The Government interference, exercised under a different form, was not less complete after the contract had been varied, and therefore, as in the case of the earlier contract, there had been a change in the substratum of the contract so far-reaching as to alter its character and to demand the substitution of another contract for that into which the parties had entered. He agreed with the Court of Appeal that the case fell within the principle laid down by Lord Dunedin in *Metropolitan Water Board* v. *Dick, Kerr, & Co.* (*supra*). The appeal would be dismissed.

Lords HALDANE, BUCKMASTER, DUNEDIN and ATKINSON concurred in the appeal being dismissed, with costs.—COUNSEL, for the appellants, *Sir John Simon*, K.C., *R. A. Wright*, K.C., *H. Claughton Scott*, K.C., and *G. St. C. Pilcher*; for the respondents, *Leslie Scott*, K.C., *Raeburn*, K.C., and *Hildesley*. SOLICITORS, *William A. Crump & Son*; *Botterell & Roche*, for *Botterell & Roche*, Sunderland.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

WOODFIELD STEAM SHIPPING CO. (LIM.) v. J. L. THOMPSON & CO. (LIM.) No. 1. 3rd and 4th November.

CONTRACT—PERFORMANCE—FRUSTRATION—PROVISIONS FOR DELAY IN PERFORMANCE—SUSPENSION FOR TWO YEARS BY GOVERNMENT ORDER—INTERVENTION OF SHIPPING CONTROLLER—COMPLETE CHANGE OF CONDITIONS SINCE INTERRUPTION—"STANDARD SHIPS."

Contracts were entered into in 1916 for the construction of two steamers. No date of delivery was stipulated for, and the purchasers were not to be entitled to reject the vessels on the ground of delay in delivery from whatever cause arising. In December, 1917, the Government, by order, suspended the building of all ships on private account, and required shipbuilders to build only standard ships to Government order.

Held (*affirming* Rowlatt, J.), *that the intervention of the Government created such a change of conditions that the performance of the contracts, as a commercial adventure, was frustrated.*

Appeal by the plaintiffs from a decision of Rowlatt, J., dismissing an action which was brought for a declaration that two contracts of 6th July and 2nd November, 1916, for the construction of two steamers by the defendants for the plaintiffs were still valid and subsisting, and also for a declaration that the defendants were bound to perform the contracts. By the contracts the defendants agreed to build two steamships for the plaintiffs, at the respective prices of £140,000 and £145,000. The contract of 6th July, 1919, contained the following clause as to delivery: "Whereas no delivery date can be specified, the builders will make their best endeavours to give as early delivery as possible, which they anticipate will be early in 1918." Then followed a provision for the fullest extension of time for all time lost by strikes, lock-outs, irregularity of work, fire, war, riots, insurrection, or other unforeseen occurrence of any kind whatever. The November contract provided that, whereas no delivery date could be specified, the builders would make their best endeavours to give as early delivery as possible, which they anticipated would be early in 1918, omitting the latter part of the clause. Another clause in each contract was as follows: "The purchasers shall not have the right to reject the said vessel on the ground of delay in delivery, from whatever cause arising, and time shall not be deemed to be of the essence of this contract." The ships were not built. A quantity of material had been collected for their construction, but in December, 1917, on the appointment of the Shipping Controller, the Government changed their policy of encouraging the building of ordinary merchant shipping, and by order required the shipbuilders to employ their whole resources in the construction of a standard type of ship for the Government. This order was only revoked after the Armistice in 1919. Rowlatt, J., held that the principle of frustration applied, and that the contracts had been put an end to. He therefore dismissed the action. The plaintiffs appealed.

Lord STERNDALE, M.R., after stating the facts, said that in this case he did not consider it material to discuss any of the many authorities on frustration of contracts cited except *Federal Steam Navigation Company (Limited)* v. *Sir Raylton Dixon & Co. (Limited)* (*Lloyd's List* of 29th October last), for in his lordship's opinion this case was governed in principle by the Federal Steam Navigation Company's case. The parties here had entered into a contract in the circumstances that the defendants, after having been employed to build warships, had then recently been informed that unless some unforeseen emergency arose, this would no longer be required, and that they should proceed with the construction of merchant ships as fast as possible. Then, within a few months after the contracts were entered into, the policy of the Government was entirely changed, and they announced to the defendants that they were not going to continue the policy of encouraging the defendants to build such merchant ships as their customers might require, but were going to compel them to build standard ships and none other. That was undoubtedly a very considerable difference in the position, and the principle of the Federal Steam Navigation Company's case seemed to establish that when the Government intervened so as to change the state of things existing and to put the performance of a contract into a time and into circumstances entirely different, there was such a change as to discharge the parties from the obligation of performing it. The result here of putting the parties into this different position as regarded the performance of the contract had been that the construction of ships was now carried on in different conditions of labour and at greater cost. In the Federal Steam Navigation Company's case the circumstances were very similar. The only important differences were (1) that in the Federal Steam Navigation Company's case there was a date fixed for the completion of the vessel contracted for, whereas in this case there was no date fixed in either of the two contracts; and (2) that in that case the prohibition against building anything but standard ships still continued when the case was tried, while here it did not. He (his lordship) did not think those facts distinguished the case in principle from the Federal Steam

Navigation Company's case. In the Federal Steam Navigation Company's case the Lord Chancellor said:—It was, however, pointed out, and rightly pointed out, that in all these cases we must examine, first, the degree of interference, and, secondly, its duration. It is, in my view, difficult, and perhaps impossible, to lay down any general conclusion, because in these matters it must always be a matter of fact. I think, though, that some guidance is to be found in observations made by my noble friend, Lord Dunedin, in the *Metropolitan Water Board* v. *Dick, Kerr & Co.* (1918, A. C. 130). My noble friend said in that case:—On the whole matter I think that the action of the Government, which is forced on the contractor as a *vis major*, has, by its consequences, made the contract, if resumed, a work under different conditions from those of the work when interrupted. I have already pointed out the effect as to the plant, and the contract being a measure and value contract, the whole range of prices might be different. It would, in my judgment, amount, if resumed, to a new contract, and as the respondents are only bound to carry out the old contract, and cannot do so owing to supervenient legislation, they are entitled to succeed in their defence to this action. Later, the Lord Chancellor pointed out that as the result of Government interference there had been a great increase in the cost price of materials, and drew the inference that a change had taken place in the substratum of the contract he was considering. Unless the two matters he (his lordship) had already referred to made a difference, that case was directly applicable here. The Federal Steam Navigation Company's case was indistinguishable in principle from the present case. The defendants were entitled to say that the contracts were no longer in existence, and the appeal must be dismissed.

ATKIN, L.J., and EVE, J., delivered judgment to the same effect.—COUNSEL, *Raeburn*, K.C., and *Hildesley*; *R. A. Wright*, K.C., and *G. P. Langton*. SOLICITORS, *Botterell & Roche*; *Downing, Handcock, Middleton & Lewis*, for *Bohm, Middleton & Co.*, Sunderland.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* DOTT'S LEASE. MILLER AND ANOTHER *v.* DOTT.** Peterson, J. 24th October.

LEASE—THEATRE—COVENANT TO MAINTAIN PRICES OF ADMISSION—INCREASE OF PRICES—BREACH.

A covenant to maintain the prices of admission to a theatre, and not to reduce the same without the consent of the lessor, is not broken by reason of the prices being increased, because it is in effect a covenant to keep such prices up, or to keep them from declining, that being the more usual construction of the word "maintain."

This was a summons to determine whether a covenant in a lease had been broken under the following circumstances:—The plaintiff was the lessee of the Garrick Theatre, and his co-plaintiff, Cochran, was his sub-lessee, under similar covenants to those contained in the lease, one of which was as follows:—"The lessee will at all times during the said term maintain the prices of admission as now charged at the said theatre, and will not reduce the same without the consent in writing of the lessor first obtained." The prices charged at the theatre at the date of the lease in December, 1917, were continued until 28th March, 1919, when, owing to the great increase in the cost of theatrical productions, the plaintiff, Cochran, raised some of the prices of admission. The defendant objected to this increase, and served a notice on the plaintiff, Miller, under section 14 of the Conveyancing Act, 1881, requiring the breach to be remedied. Thereupon the plaintiffs took out this summons, asking whether what they had done did amount to a breach.

PETERSON, J., after stating the facts, said:—In this case the real question is one of construction, and turns upon the use of the word "maintain." I do not think that the covenant means that the prices are to be kept at the same level as the prices existing at the date when the lease is granted. In Murray's dictionary one of the meanings of maintain is given as "keep up," "keep stock from declining in price," and in my view, and especially having regard to the immediately preceding covenant, that the theatre should be kept up and used as a first-class London theatre only, the true meaning of the covenant is that the lessee "will at all times during the said term keep up, or keep from declining, the prices of admission as now charged at the theatre, and will not reduce the same without the consent in writing of the lessor first obtained." The covenant only restricts a decrease in prices, and does not restrain an increase, and there will be a declaration accordingly.—COUNSEL, *W. M. Hunt*; *Sir Alfred Briscoe*. SOLICITORS, *J. D. Langton & Passmore*; *Baker & Sovigny*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

BURCHELL *v.* THOMPSON. J. E. HARRISON (LIM.) Claimants. Div. Court. 28th October.

BILL OF SALE—CONSIDERATION—ADVANCE TO THIRD PARTY—STATUTORY FORM—OMISSION OF RECEIPT CLAUSE—COPY FILED WITH REGISTRAR—"TRUE COPY"—RATE OF INTEREST—OMISSION OF WORDS, "PER ANNUM"—BILLS OF SALE ACT, 1878 (41 & 42 VICT. c. 31), s. 10. SUB-SECTION (2)—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43, s. 9) SCHEDULE.

By a bill of sale the grantor "in consideration of the sum of £250 paid by the grantees to one, Gordon Carpenter, at the request of the grantor," assigned the chattels and things therein specified to the grantees by way of security for the said sum of £250 "and interest thereon at the rate of 55 per cent. per annum." The words, "the receipt of which the grantor hereby acknowledges" were omitted after the statement of the payment to Carpenter by the grantees at the request of the grantor, which words are contained in the form in the schedule to the Bills of Sale Act (1878) Amendment Act, 1882, in accordance with which form bills of sale are required to be made by section 9 of that Act. In the copy of the bill of sale filed with the registrar the words "per annum" were omitted in stating the rate of interest payable on the loan.

Held, as to the first point, that since the words in the statutory form are not appropriate to the case where the money is not paid directly to the grantor, there was no departure from the statutory form, and that there was no omission of any material fact forming part of the consideration.

Davies *v.* Jenkins (48 *W. R.* 286; 1900, 1 *Q. B.* 133) *distinguished.*

Held, as to the second point, that the true test, as to the filed copy of a bill of sale being a true copy, is whether the difference is such as to mislead an ordinary person, and that in this case no one could fail to understand that the parties were speaking of so much per cent. per annum.

Appeal from the Dorking County Court. By a bill of sale, dated 29th January, 1909, and made by the above named, Thompson, as grantor, J. E. Harrison & Co. being the grantees, it was provided that in consideration of the sum of £250 paid by the grantees to one, Gordon Carpenter, at the request of the grantor, he (the grantor) did thereby assign to the grantees and their assigns all and singular the several chattels and things specifically described in the schedule thereto annexed by way of security, for the payment of the sum of £250 and interest thereon at the rate of 55 per cent. per annum. The grantor covenanted to pay to the claimants the principal sum and interest by instalments, the first of £15 to become due on 28th February then next following, and the like sum on the 29th of each succeeding month until 29th January, 1920, when the balance of the principal and interest secured by the bill of sale should be fully paid. The bill of sale was duly registered by the grantees, but the copy thereof, which was filed with the registrar, omitted therefrom the words "per annum." In an action brought by Burchell against Thompson in the County Court of Dorking, Burchell recovered judgment for £7 19s. 6d. He issued execution on that judgment, and possession was taken of the goods of Thompson, being those comprised in the bill of sale. The grantees of the bill of sale claimed the goods but Burchell, the execution creditor, disputed their right to the goods thereunder. An interpleader issue was ordered to be tried between the two parties in the county court, and at the trial thereof the execution creditor contended that the bill of sale was invalid in that: (1) It was not in accordance with the form in the schedule to the Bills of Sale Act (1878) Amendment Act, 1882, as required by section 9 of that Act, since the words "the receipt of which the said A. B. (the grantor) hereby acknowledges" were omitted after the statement of the payment to Carpenter by the grantees at the request of the grantor; (2) the copy of the bill of sale filed with the registrar was not a "true copy" of the said bill within the meaning of the Bills of Sale Act, 1878, section 10, sub-section 2, since it omitted the words "per annum" in stating the rate of interest payable on the loan. The county court judge held that the bill of sale was invalid on both grounds, and gave judgment for the execution creditor. The claimants appealed.

LUSH, J., in giving judgment, said that he must differ from the county court judge on both the points raised. The judge, in coming to the conclusion that the bill of sale was not in accordance with the form in the schedule to the Bill of Sale Act, 1882, as required by section 9 of that Act, followed the judgment of the Divisional Court in *Davies* v. *Jenkins* (*supra*). But the transaction there was different from that in the present case. There the advance was made by the grantee of the bill of sale to the grantor, and it was for that class of case that provision was made in the form in the schedule; and in *Davies* v. *Jenkins* (*supra*) the receipt clause was omitted. The Court held that the bill of sale was invalid. But the bill of sale in the present case was not given, nor purported to be given, in consideration of money paid by the grantee to the grantor. The consideration was money paid by the grantee to a third person at the request of the grantor, and, therefore, in the transaction with which the parties had to deal, the words of the form in the schedule would not be appropriate, as they were when the money was paid directly to the grantor by the grantee. The Court was quite free, therefore to express its own view in the present case, quite apart from the decision in *Davies* v. *Jenkins* (*supra*). In his lordship's opinion, in such a case as the present it was quite unnecessary to make the statement as to the receipt; it would add nothing to the efficacy of the deed if that statement were made, and it detracted nothing from the validity of the deed if that statement were omitted. All that was required in bills of sale was to disclose truly what the consideration was, and it was amply sufficient to state that the money was paid by the grantee to the third person at the request of the grantor. There was, therefore, in the present case no departure from the statutory form, and there was no omission of any material fact which formed part of the consideration. The question of estoppel

had been raised, and it was said that the grantor was not estopped from proving the truth, even if the receipt clause was set out in the deed. It was true that it was the practice in conveyancing to set out a receipt clause in the body of the deed, but whether the receipt clause was there or not, there was no estoppel in the one case more than the other. A party to a deed was never estopped from setting up the truth in a court of equity, and it was always open to the party who had been misled to show that the money had not been paid. As to the point that the copy of the bill of sale filed with the registrar was not a true copy of the bill of sale, the true criterion as to this was whether the copy differed from the original so that its effect would be to mislead any ordinary person. It was said that a person would be misled because the true deed described the interest as so much per cent. per annum, whereas the copy omitted the words "per annum." But the county court judge did not seem to say that any ordinary person would be misled, but that a creditor, investigating, would be puzzled. The true test, however, was whether an ordinary person would be misled, and he (his lordship) could not think that any person who desired to know what the document meant could fail to understand that the parties were speaking of so much per cent. per annum. The appeal should be allowed.

SANKEY, J., gave judgment to the same effect.—COUNSEL, *J. B. Matthews*, K.C., and *S. J. Duncan*, for the claimants; *Martin O'Connor* and *G. F. Kingham*, for the execution creditor. SOLICITORS, *G. R Cran; Appleton & Co.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

MARKS v. THE FINANCIAL NEWS (LIM.) Sargant, J. 23rd July.

COMPANY—TRANSMISSION CLAUSE—RIGHT OF AN EXECUTOR OF A SHAREHOLDER TO VOTE AT GENERAL MEETINGS.

A company having common form articles of association, including a "transaction clause" dealing with persons becoming entitled to shares in consequence of death, admitted the right of an executor of a deceased member to vote in respect of that member's shares, but did not expressly confine the admission to the right to vote at that particular meeting.

Held, that the executor had the right to vote in respect of those shares at a subsequent meeting.

This was an action commenced by Mr. Julian J. Marks, the sole executor of the late Mr. Harry H. Marks, against the defendant company and its directors, asking for a declaration that the rejection by the chairman at the meeting held in March last of more than 40,000 votes tendered by the plaintiff in respect of a like number of shares in the company was inconsistent with the provisions of the articles of association of the company, and was invalid, and that the resolution which purported to be passed as a special resolution at the meeting was invalid. The material clauses of the articles of association of the company were articles 10, 33, 38, 39 and 77, which articles were substantially the same as articles 12, 33, 37 and 75 in the 11th edition of Palmer's Company Precedents, at pages 650, 671, 677 and 704. By article 38 all executors or administrators of a deceased member (not being one of several part holders) shall be the only persons recognized by the company as having any title to the shares registered in the name of such member, and article 39 was the usual transmission clause. Then by article 77 any person entitled under the transmission clause to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were a registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the directors of his right to transfer such shares, unless the directors shall have previously admitted his right to vote at such meeting in respect thereof. By article 76 any member at the poll was entitled to one vote in respect of each of his shares. Harry Marks was at the time of his death the registered holder of over 40,000 shares, of which over 30,000 were ordinary shares. He died in December, 1916, and the plaintiff J. J. Marks, was his sole executor, and proved his will in March, 1917. On 6th March, 1917, the probate was registered with the company, and on 5th March, 1917, notice was given of a meeting of the company, and some correspondence passed between the plaintiff's solicitors and the company, as the result of which his right to vote was admitted, but in terms not expressly confining the admission to the right to vote at the particular meeting. In March, 1919, notice was given of a meeting to pass a special resolution altering the articles of association of the company in a way which transferred the control of the company from the ordinary shareholders to the preference shareholders. The plaintiff attended and voted, but the chairman disallowed the votes given by him in respect of the shares standing in the name of H. H. Marks. If the plaintiff's votes as executor had been allowed the necessary majority would not have been obtained, and the resolution would have been lost. In October, 1917, the company had discovered that H. H. Marks had pledged a large number of his shares by way of equitable security. The question in this motion accordingly was whether these votes were properly rejected. It was contended for the plaintiff that they could not reopen their decision admitting his right to vote, and for the defendant that, even if an admission had been given in general terms, the directors, on subsequently learning that there had been acts affecting the shares, might require the executor to satisfy them as to his right to vote.

SARGANT, J., after stating the facts, said: In 1917 the directors had given a general admission of the plaintiff's right to vote, although, if something had subsequently happened which apparently interfered with that right, I will not say that the directors could not have required the plaintiff to shew his right to vote. The general object of the material articles is to put the executor of a deceased shareholder as regards voting so far as possible in the same position as a shareholder registered in his own name. Under article 39 the executor, on producing the evidence there referred to, may, subject to regulations as to transfers, transfer shares standing in his testator's name. Under the first part of article 77 an executor who has shewn that he and no one else has the right to transfer the shares is entitled to vote subject to any other provisions restricting that right, just as an original member is entitled to vote although he holds the shares subject to an equitable charge. The effect of article 77, coupled with articles 39 and 39, is that in this case the plaintiff is entitled to vote, and there must be a declaration that the resolution at the meeting of last March was not passed as a special resolution.—COUNSEL, *Alexander Grant*, K.C., and *H. H. Wright; Mark Romer*, K.C., *Rolt*, K.C., and *Arthur Sims*. SOLICITORS, *Ashurst, Morris, Crisp, & Co.; Birkbeck, Yeo, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c.

Order in Council.

Whereas it is provided by section 2 of the Customs (Exportation Prohibition) Act, 1914, that any Proclamation or Order in Council made under section 8 of the Customs and Inland Revenue Act, 1879, as amended by the Act now in recital, may, whilst a state of war exists, be varied or added to by an Order made by the Lords of the Council on the recommendation of the Board of Trade:

And whereas it is provided by section 2 of the Customs (Exportation Restriction) Act, 1914, that any Proclamation made under section 1 of the Exportation of Arms Act, 1900, may, whether the Proclamation was made before or after the passing of the Act now in recital, be varied or added to, whilst a state of war exists, by an Order made by the Lords of the Council on the recommendation of the Board of Trade:

And whereas by a Proclamation, dated the 10th day of May, 1917, and made under section 8 of the Customs and Inland Revenue Act, 1879, and section 1 of the Exportation of Arms Act, 1900, and section 1 of the Customs (Exportation Prohibition) Act, 1914, the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited:

And whereas by subsequent Orders of Council, and by the Proclamations dated respectively the 18th day of December, 1918, and the 12th day of March, 1919, the said Proclamation was amended and added to in certain particulars:

And whereas there was this day read at the Board a recommendation from the Board of Trade to the following effect:—

That the Proclamation, dated the 10th day of May, 1917, as amended and added to by subsequent Orders of Council and by the Proclamations dated respectively the 18th day of December, 1918, and the 12th day of March, 1919, should be further amended by making the following amendments in and additions to the Schedule to the same:—

(1) That the following headings should be deleted:—

(A) Silver coin, British;

(A) Fish, except the following:—Tinned, preserved or frozen fish, chinchards, sprats, herrings and crayfish.

(2) That the following headings should be added:—

(A) Silver Bullion, Specie and British Coin;

(A) Fish, except the following:—Tinned, preserved or frozen fish, chinchards, sprats, herrings, crayfish and prawns.

Now, therefore, Their Lordships, having taken the said recommendation into consideration, are pleased to order, and it is hereby ordered, that the same be approved.

Whereof the Commissioners of His Majesty's Customs and Excise, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

7th Nov. [*Gazette*, 7th Nov.

Admiralty Order.

ORDER OF THE ADMIRALTY REVOKING ALL ORDERS MADE IN PURSUANCE OF SECTIONS 4 AND 9 OF THE MUNITIONS OF WAR ACT, 1915.

Whereas the Admiralty have from time to time, in exercise of the powers conferred on the Admiralty by sections 4 and 9 of the Munitions of War Act, 1915, made Orders declaring that the Docks specified in the said Orders were and should be, as from the dates therein respectively mentioned, Controlled Establishments under the provisions of the Munitions of War Acts, 1915 to 1917.

And whereas the Admiralty consider that the Docks specified in the said Orders should no longer be Controlled Establishments.

Now, therefore, in pursuance of all powers them thereunto enabling, the Lords Commissioners of the Admiralty hereby order as follows:—

1. All the said Orders are hereby revoked as from the date hereof.

2. This Order may be cited as the Controlled Establishments (Docks, Revocation of Control) Order, 1919.

3rd Nov. [*Gazette*, 7th Nov.

Admiralty Notice to Mariners.

No. 1910 of the year 1919.

BRITISH ISLANDS.

Information with regard to Extinction of Lights and Discontinuance or Replacement of Aids to Navigation.

Former Notice.—No. 1625 of 1919; hereby cancelled.

1. All lights on the coasts of the British islands are exhibited and the usual fog-signals are sounded with the following exceptions:—

Cairnbulg Briggs light is exhibited but is unreliable; the fog-signal at Cairnbulg Briggs is not working. Berwick pier light.

The gun and explosive fog-signal at North Stack has been temporarily discontinued and replaced by an explosive signal *giving one report every five minutes.*

2. Mariners are warned that navigational marks are gradually being replaced off the east coast of England, also that additional new marks are being placed to define the limits of dangerous areas.

It must not be assumed, however, because the ordinary navigational marks are again in place that the area in their vicinity is safe or open to general navigation, and it is most essential that the instructions laid down in the Mine Warnings to Mariners are strictly adhered to.

Note.—This Notice is a revision of the former Notice quoted above.

[*Gazette*, 7th Nov.

Ministry of Munitions.

ORDER OF THE MINISTRY OF MUNITIONS REVOKING ALL ORDERS MADE IN PURSUANCE OF SECTION 4 OF THE MUNITIONS OF WAR ACT, 1915, AND SECTION 1 OF THE MUNITIONS OF WAR (AMENDMENT) ACT, 1916.

Whereas the Minister of Munitions has from time to time, in exercise of the powers conferred on him by section 4 of the Munitions of War Act, 1915, and section 1 of the Munitions of War (Amendment) Act, 1916, made Orders declaring that the Establishments specified in the said Orders were and should be as from the dates therein respectively mentioned controlled establishments under the provisions of the said Acts. And whereas the Minister considers that the Establishments specified in the said Orders should no longer be controlled Establishments. Now, therefore, in pursuance of all powers him thereunto enabling, the Minister of Munitions hereby orders as follows:—

1. All the said Orders are hereby revoked as from the date hereof.

2. This Order may be cited as the Controlled Establishments (Ministry of Munitions Revocation of Control) Order, 1919.

5th Nov. [*Gazette*, 7th Nov.

Ministry of Food Orders.

THE MEAT RETAIL PRICES (ENGLAND AND WALES) ORDER, No. 2, 1918, AND THE MEAT RETAIL PRICES (SCOTLAND) ORDER, 1918.

Notice.

1. In exercise of the powers reserved to him by the above Orders and of all other powers enabling him in that behalf, the Food Controller hereby gives notice that on and after the 6th October, 1919, the maximum prices on sales of meat by retail in the area comprised in the Administrative County of London and the Counties of Essex, Hertfordshire, Middlesex, Kent, Surrey, Sussex, Buckinghamshire, Oxfordshire, Berkshire, Wiltshire, Hampshire and the Isle of Wight, shall be at the rates mentioned in the First Schedule hereto, and the maximum prices on sales by retail in any other part of England or in Wales shall be at the rates mentioned in the Second Schedule hereto, and the maximum prices on sales by retail in Scotland shall be at the rates mentioned in the Third Schedule hereto.

2. The Notice, dated 5th July, 1919, issued under the above Orders is hereby revoked as from the 6th October, 1919, but without prejudice to any proceedings in respect of any contravention thereof.

5th October.

[Here follow three Schedules of Prices.]

THE MEAT (MAXIMUM PRICES) ORDER, 1917.

Notice.

The Food Controller hereby directs pursuant to Clause 1 (*b*) of Part 1 of the Meat (Maximum Prices) Order, 1917, that the prices mentioned in the Schedule hereto shall, in England and Wales, from the 13th October, 1919, until further notice be the maximum wholesale prices for the various cuts of home-killed meat and of imported meat (cut after arrival in the United Kingdom) mentioned in the Schedule.

15th October.

[Schedule of Prices.]

THE SEEDS, OILS AND FATS ORDER, 1919.

Notice.

In exercise of the powers reserved to him by Clause 1 (*b*) of the above Order and of all other powers enabling him in that behalf, the Food Controller hereby orders that on and after 27th October, 1919, linseed and linseed oil shall be excluded from the Schedule to the above Order.

25rd October.

THE IMPORTED MEAT (LABELLING) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf the Food Controller hereby orders as follows:—

1. A person shall not sell or offer or expose for sale by retail or deliver at a customer's premises pursuant to any contract of retail sale any imported meat, unless such meat bears at the time of sale or offer or exposure for sale or delivery, as the case may be, a label with the word "Imported" or the words "Imported Meat" clearly printed thereon so as to be easily readable by the customers; provided that where any cut or joint of imported meat is exposed for sale by retail, it shall be a sufficient compliance with the requirements of this clause relating to such exposure if such cut or joint is exposed on a slab or counter which bears in a conspicuous position a label with the word "Imported" or the words "Imported Meat" clearly printed thereon so as to be easily readable by the customers.

2. A person shall not either on a label or otherwise make or knowingly connive at the making of any false statement or representation as to the description of any meat (whether Imported or Home-Produced) offered or exposed for sale or sold by retail, or delivered pursuant to a contract of retail sale.

3. For the purposes of this Order "Meat" shall include Beef, Mutton, Lamb, Pork and Veal, but shall not include Cooked, Canned or Potted Meats, Sausages of Offals.

4. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

5.—(*a*) This Order may be cited as the Imported Meat (Labelling) Order, 1919.

(*b*) This Order shall come into force on the 12th November, 1919.

29th October.

THE DRIED FRUITS (WHOLESALE PRICES) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf the Food Controller hereby orders that, except under the authority of the Food Controller, the following Regulations shall be observed by all persons concerned:—

1. A person shall not sell or offer or expose for sale or buy or offer to buy any of the varieties of dried fruits to which this Order applies at a price exceeding the maximum price for the time being applicable under this Order.

2. Until further notice this Order shall apply to the varieties of dried fruits mentioned in the first column of the Schedule hereto, and until further notice the maximum prices applicable on the occasion of a sale by wholesale shall be the prices set opposite such varieties in the second column of the Schedule.

3. A person shall not sell by wholesale any mixture of dried fruits of which any of the varieties of dried fruits mentioned in the Schedule forms a part at a price exceeding the price applicable under this Order,

ascertained by reference to the proportion of such dried fruits contained in the mixture, and upon the basis that the maximum price of any dried fruit contained in such mixture and not mentioned in the Schedule is the price at the rate fixed in respect of figs.

4. The maximum prices for the time being applicable under this Order are fixed on the basis that the dried fruits are delivered at the seller's expense to the buyer's premises and that no charge shall be made for packing or packages or for giving credit. Where dried fruits are not sold on this basis a corresponding adjustment shall be made in the rate.

5. Where at the request of the buyer currants or sultanas are delivered to the buyer's premises after having been cleaned in the United Kingdom, a charge may be made for cleaning at the rate of 4s. 6d. per cwt.

6. A person shall not in connection with the sale or disposition or proposed sale or disposition of any dried fruits enter or offer to enter into any artificial or fictitious transaction or make or demand any unreasonable charge.

7. Nothing in this Order shall apply to :—

(*a*) Sales of dried fruit by retail.

(*b*) Sales of plums grown in France and packed in tins or bottles outside the United Kingdom.

(*c*) Sales of dried fruits distributed under the Dried Fruits (Distribution) Order, 1918.

8. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

9.—(*a*) This Order may be cited as the Dried Fruits (Wholesale Prices) Order, 1919.

(*b*) This Order shall come into force on the 23th October, 1919.

27th October.

The Schedule.

1st Column. *Variety.*	*2nd Column.* Per cwt. net. s.	d.
Sultanas	140	0
Raisins and Muscatels	130	6
Valencias	130	6
Seeded Muscatels (in cartons)	140	0*
Currants	107	6
Figs	93	6
Dried Apples and Apple Rings	112	0
Dried Plums and Prunes	126	0
Dried Peaches and Nectarines	126	0
Dried Pears	168	0
Apricots	196	0
Persian Dates	42	0

*Calculated upon the net weight contained in the cartons.

THE RATIONING ORDER, 1918.

Notice of Revocation of Directions.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes as from the 27th October, 1919, the Directions mentioned in the Schedule hereto issued under the above Order, but without prejudice to any proceedings in respect of any contravention thereof.

29th October.

The Schedule.

S. R. & O.

No. 1042 of 1918. Directions for Retailers and their Customers relating to Registration, dated the 22nd August, 1918.

No. 1214 of 1918. Directions relating to Dealings in and stocks of Rationed Food, dated the 26th September, 1918.

No. 1318 of 1919. Directions dated the 27th September, 1919 (relating to the amount of the ration).

THE RATIONING ORDER, 1918.

Directions relating to Sugar and Butter.

In exercise of the powers reserved to him by the above Order and of all other powers enabling him in that behalf, the Food Controller hereby orders and directs that the following Directions shall be observed by all persons concerned :—

1. In these Directions :—

"Retailer" means with respect to any article a retailer thereof.

"Registered Customer" means with respect to any retailer a person registered with such retailer in accordance with the instructions on the Ration Card (the official form N. 86).

"Emergency Customer" means with respect to any retailer a person temporarily registered with that retailer in accordance with the instructions on the Traveller's Ration Book, Leave or Duty Ration Book or an Emergency Ration Card.

A person in respect of whom a Visitor's Declaration Form has been handed to and lawfully accepted by a retailer in accordance with the instructions on the form is deemed to be a registered customer of that retailer during the period for which the form is valid.

2. A retailer may supply sugar or butter only—

(*a*) to his registered customers in respect of whom a duly completed Purchaser's Shopping Card (the official form R.1) has been issued by him ; or

(*b*) to his emergency customers (if he has more than sufficient supplies for his registered customers).

3. A person may obtain sugar and butter only from the retailer with whom he registered for the purpose.

4. Sugar and butter may be obtained and supplied without the surrender of any coupon, but a registered customer must on the occasion of each purchase produce his Purchaser's Shopping Card except where the card is deposited with the retailer ; and the retailer must on the occasion of each purchase mark or cancel the appropriate space or spaces in accordance with the instructions on the card.

5. (*a*) Where butter is obtained from a retailer the weekly ration for butter shall, until 10th November, 1919, be 1 oz., and on and after the 10th November, 1919, until further notice be 1½ ozs., provided that where the retailer has more than enough butter in stock to satisfy the requirements of his registered customers and emergency customers up to the amount of the ration, and of the catering establishments and institutions registered with him up to the amount which they are authorized by the permits or other official forms to obtain from him under the provisions of the above Order, he may divide his surplus supply as fairly as possible between such customers, establishments and institutions.

(*b*) Where butter is obtained from a supplier other than a retailer it may be obtained free from the restrictions imposed by or under the above Order.

6. The weekly ration for sugar shall be 8 ozs. and not more than that amount of sugar may be obtained or supplied, provided that where the ration has not been obtained in any week, it may be obtained and supplied in one of the three succeeding weeks.

7. Margarine may be obtained and supplied free from the restrictions imposed by or under the above Order.

8. A Demobilization Ration Book may be used as shown thereon.

9. Failure to comply with any of the Directions is a summary offence against the Defence of the Realm Regulations.

10. The Directions relating to Sugar and Butter dated 5th May, 1919, are hereby revoked, but without prejudice to any proceedings in respect of any contravention thereof.

29th October.

Societies.

Law Association.

The monthly meeting of the board of directors was held at the Law Society's Hall on Thursday, the 6th day of November, 1919, Mr. P. E. Marshall in the chair. The other directors present were Mr. H. B. Curwen, Mr. A. E. Pridham, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £132 10s. was voted in relief of deserving cases, two new members were elected, and other general business transacted.

Ministry of Labour.

Industrial Courts Bill.

The text of the Industrial Courts Bill, introduced in the House of Commons by the Minister of Labour, "to provide for the establishment of an Industrial Court and Courts of Inquiry in connection with trade disputes, and to continue for a limited period certain of the provisions of the Wages (Temporary Regulation) Act, 1918," has been issued.

The measure provides that for the settlement of trade disputes there shall be a standing Industrial Court, consisting of persons to be appointed by the Minister of Labour of whom some shall be independent persons, some representatives of employers, and some representatives of workmen, the members holding office for such term as may be fixed by the Minister. The President of the Court and the chairman of any division of the Court shall be appointed by the Minister from the "independent persons."

Any trade dispute, whether existing or apprehended, may be reported to the Minister by either of the parties to it, and the Minister may, if he thinks fit, and if both parties consent, refer the matter for settlement to the Industrial Court, to which the Minister may also refer for advice any matter relating to or arising out of a trade dispute. The Minister may make, or authorize the Industrial Court to make, rules regulating the procedure of the Court, and those rules may, among other things, provide for references in certain cases to a single member of the Court, and provide for enabling the Court to sit in two or more divisions, and to sit with assessors. Where the members of the Industrial Court are unable to agree as to their award, the matter shall be decided by the chairman acting with the full powers of an umpire.

Part II. of the Bill, which deals with Courts of Inquiry, provides that the Minister may inquire into the causes and circumstances of any trade dispute and, if he thinks fit, refer any matters appearing to him to be connected with or relevant to the dispute, to a Court of Inquiry appointed by him, such Court to consist of a chairman and such other persons as the Minister thinks fit to appoint or of one person appointed by the Minister. The Court of Inquiry may require the production of any books, papers, and other documents relating to the subject-matter of the inquiry, and may require any person who appears to the Court to have any knowledge of that subject-matter to furnish in writing, or otherwise, such particulars as the Court may require, and, where necessary, to attend before the Court and give evidence on oath. Any person failing to comply with such an order of the Court, or giving evidence which is false or misleading, is made liable, on summary conviction, to a fine not exceeding £50, or to imprisonment for a term not exceeding one month. Any reports of a Court of Inquiry are to be laid before both Houses of Parliament, and the Minister may publish in such manner as he thinks fit any information obtained or conclusions arrived at by such a Court.

By Part III. of the Bill the provisions of the Wages (Temporary Regulation) Act, 1918, are continued in operation until 30th September, 1920, subject to certain modifications, the Industrial Court being substituted for the Interim Court of Arbitration as the tribunal to decide on applications for variations of the present rates of wages. Provision is to be made by rules under the Bill with regard to appearance by counsel or solicitor on proceedings before the Court.

The measure does not apply to persons in the Naval, Military, or Air Services of the Crown, but otherwise it applies to workmen employed by the Crown, as if they were employed by a private person. The Conciliation Act, 1896, is repealed.

Printing Delays.

(From the "Scottish Law Quarterly.")

Advocates of Scottish Home Rule who are anxious to procure a few fresh arguments with which to garnish their appeals for emancipation from the tyranny of Whitehall would be well advised to turn their attention to the business methods of H.M. Stationery Office and the King's Printer.

It has been impossible to open a newspaper at any time within the last six months without being reminded in some way of the heavy obligations which the local authorities of Scotland have to discharge under the new housing legislation "*within three months after the passing of the Act.*" How they have wriggled in their endeavours to evade the full burden of their responsibilities, or, at least, to secure a partial reprieve in the shape of an extended time limit! And how ready they have been to seize upon any legitimate excuse which might postpone the evil day! If ever there was an enterprise of which time was of the essence, and of which it could be said that even the proverbial schoolboy appreciated its urgency, surely it is just this housing question. Even the illustrated papers are tiring of the topic as a subject for comic cartoons.

But the deep calm which broods over the Stationery Office has never been ruffled by any breath of urgency in regard to this question. The Scottish Bill, when printed for presentation to the House of Lords, consisted of bare thirty-six pages in large type, and the Lords' amendments could have been set up by an average compositor in ten minutes. The whole thing only represents a column and a half of a daily newspaper; and had the matter been handled in Printing House Square, every local authority in Scotland would have had their copy of the Act set on the morning of 20th August, the day after the measure received the Royal Assent.

But over five weeks passed after the last alterations in the Bill were promulgated, and it was nearly a month after the Royal Assent was given when at last the Act appeared.

County Court Judges' Pay and Pensions.

The letter printed below appeared in the columns of the *Times* on Wednesday:—

Sir,—There is now before Parliament a Bill for providing fixed pensions for county court judges instead of leaving these, as at present, on the uncertain and discretionary basis laid down by the County Courts Act, 1888. This is, of course, a very desirable measure. The proposed scale, however, is surely inadequate. The full pay of a county court judge is £1,500 a year. The Bill provides that where permanent incapacity disables a judge from further service he shall be allowed a pension, after not more than five years' service, not exceeding one-fifth of his full pay (£300); after five years' service not more than one-third of his full pay (£500); and thereafter an addition of not more than £50 for each succeeding year's service, with a maximum of £1,000, which may, therefore, be reached after fifteen years' service. His "brother" of the High Court is entitled to a pension of £3,500 (more than two-thirds of his full pay of £5,000) *at any time* when similarly incapacitated, and after fifteen years' service, whether so incapacitated or not. The disparity seems very great.

In answer to a question last week in the House of Commons as to whether it was intended, in view of the great increase in cost of living and taxation, to revise the scales of judges' salaries, and particularly those relating to judges of county courts, Mr. Bonar Law gave a reply in the negative. Let me invite attention to the position as regards the latter body. Before the war their remuneration was £1,500 a year, or, after deducting income-tax, about £1,425. Their pay, including temporary war bonus, is now £1,800, or, after deducting income-tax, about £1,395 a year. Having regard to the decreased value of money, the effective remuneration of a county court judge is therefore now less than half of what it was before the war, or something under £700 a year when compared with the pre-war rate. Presumably when the salaries of county court judges were fixed by Parliament at £1,500 a year it was thought that some such sum was the minimum amount necessary to enable men socially and professionally fitted for the office to live in accordance with the position they were to hold. That position is, it will be generally admitted, one of great (though somewhat unobtrusive) and steadily increasing responsibility. While bearing carefully in mind the necessity for the most drastic economy in the State services one cannot help asking whether it is desirable to leave the judges of county courts in the financial position which I have indicated. I do not desire to argue the question, but think it right that the facts should be generally realised.—I am, Sir, yours faithfully. EQUITY.

Eviction Orders.

The following letter, from His Honour Judge Graham, appeared in the columns of the *Times* of 10th November:—

Sir,—The want of housing accommodation for working men and their families has become so great, and so many applications are made by landlords to the Court for orders to evict the tenants, that I think it is quite time that the attention of the public should be drawn to the very defective condition of the laws under which these orders are made. They are made under the Emergency Acts of 1915 and 1919.

The later of these two Acts, which unfortunately governs only a small number of the cases, contains a provision that the judge, in exercising his discretion as to whether he shall make an order or not, shall have regard to the amount of "alternative accommodation" available to the tenant. That is to say, to the accommodation which will be available to the tenant if he is evicted. But the earlier Act, besides being defective in other respects, contains no such provision, and consequently in the large majority of these cases the judge cannot take into his consideration the notorious fact that at the present moment there is, substantially speaking, no alternative accommodation available for the tenant, and he is compelled to make an order giving the landlord possession which he would not have dreamed of making if he had been able to take this matter into his consideration. It is no light matter

for a judge to be compelled to make an order turning a working man and his wife and family into the street when he knows the man has nowhere to go to.

It is clear that in most of these cases either the landlord will suffer if no order is made, or the tenant will suffer if an order is made; and my suggestion is that the Acts should be amended or a new Act passed to give the judge the power in all cases to take the alternative accommodation available for the tenant into his consideration, so that he may be able to hold the balance evenly between the landlord and the tenant, and make an order which, having regard to all the circumstances, will give rise to the least amount of suffering.

And I further suggest that where the landlord's reason for wanting possession is that he wants the premises for someone in his employ or in the employ of some other of his tenants, which are conclusive reasons under the earlier Act, it shall be left entirely to the discretion of the judge whether or not he shall make an order; at present he has no discretion.

The amount of suffering which is inflicted every week on the working classes in the name of the law is, to my mind, extremely serious, and calls for the immediate attention of Parliament.

I am, your obedient servant,
J. C. GRAHAM, Judge at Bow County Court.

8th November.

Legal News.

Changes in Partnerships. Dissolutions.

EDWARD PALMER LANDON, FRANK LANDON, HARCOURT PALMER LANDON, FRANCIS MURRAY and FRANCIS PALMER LANDON, solicitors (E. F. & H. Landon), 53, New Broad-street, London, and at Brentwood, Essex. July 13. The said Edward Palmer Landon, Frank Landon, Harcourt Palmer Landon, and Francis Murray will continue the said business under the present style or firm of E. F. and H. Landon. [*Gazette*, Nov. 7.

ALGERNON DIGBY and RATCLIFFE POPE, solicitors (Watson, Digby, & Pope), Fakenham, Norfolk. April 5. [*Gazette*, Nov. 11.

General.

The dinner for old members of the Inns of Court O.T.C. (Squadron) will be held at the Connaught Rooms, Great Queen-street, W.C. 2, on Friday, 28th November. Those wishing to attend, including members prior to August, 1914, should apply as soon as possible for tickets (10s. 6d., exclusive of wine) to H. Tansley Witt, 5, Chancery-lane, W.C. 2.

The Food Minister points out that much trouble is caused to Food Control Committees by householders retaining the ration cards of domestic servants no longer resident with them and using the cards for other servants. Ration cards are the property of the person in whose name they are made out, and householders retaining or using the cards of persons no longer resident with them contravene the Rationing Order. Where a domestic servant leaves a household the ration card must be returned to the servant.

At the Mansion House last Friday Mr. Vickery, Assistant City Solicitor, and Mr. Martin Saunders, district surveyor, complained to the Lord Mayor that a building in Garlick-hill was dangerous to its inmates and applied for an order for their removal under the London Building Act, 1894. Mr. Vickery said that the condition of the walls of the building was such that it might collapse at any moment. In the ground floor and basement twelve people were working; on the second floor were nineteen printers, and on the third floor, eighteen bookbinders. The Lord Mayor made an order as requested.

The Supreme Council decided to appoint a Commission to settle certain difficulties in the application of Articles 228 and 229 of the Treaty of Versailles in regard to the prosecution of Germans charged with acts contrary to the laws and usages of war or against the subjects of an Allied Power. The accused are to be handed over by Germany and judged by military courts. Lists have been drawn up by the various Allied Governments. Certain names appear on more than one list. The lists will therefore have to be collated and a settlement arrived at in regard to the composition, procedure and seat of the mixed military tribunals which will have to judge the Germans simultaneously claimed by several Powers.

Under section 4 of the Munitions of War Act, 1915, and section 1 of the Munitions of War (Amendment) Act, 1916, the Minister of Munitions was given power to make Orders declaring establishments to be controlled establishments; and under sections 4 and 9 of the Munitions of War Act, 1915, similar powers were conferred on the Admiralty with regard to docks. An order made under these sections had the effect of subjecting an establishment so controlled to provisions as regards profits, rates of wages, etc., certain of which provisions have by subsequent legislation become applicable to all industrial establishments. The Minister of Munitions and the Board of Admiralty have now revoked all orders declaring establishments to be controlled establishments made by them under these sections. The revoking orders take effect as regards docks from 3rd November, 1919, and as regards all other controlled establishments from 5th November, 1919, from which dates they cease to be controlled establishments.

The question whether the sale of coffee and biscuits in a café is a transaction that can be dealt with under the Profiteering Act came before a divisional court recently. Sir R. D. Muir moved for a rule *nisi* for a writ of prohibition directed to the Profiteering Committee of Birmingham. He said that the point for decision was whether when a meal was served in a restaurant or tea room, articles in the menu could be selected and treated as articles for sale within the meaning of the Act. He submitted that that was not the sale of an article within the Act, because the charges made in a restaurant included more than the price of the articles as it appeared on the bill. The prices included the cost of the service, the accommodation in the room, sometimes of artistic surroundings and an artistic entertainment. He moved on behalf of the Provincial Cinematograph Theatres (Limited), who owned picture theatres in different parts of the country, and had their registered office in London. The application referred to a picture house in New-street, Birmingham. Part of it was a picture theatre, for which a charge was made for entrance to see the entertainment. Another part consisted of a café and restaurant, which had two separate rooms, one called the

Oak Room and the other called the Wedgwood Lounge. Members of the public or those who attended the theatre were admitted to the café and restaurant for refreshments, and no charge was made for the use of the rooms. Complaint was received from the Profiteering Committee, dated 15th October, as follows:—"On the 8th inst. a customer received the following bill, which he considered excessive:—Two small cups of coffee, 3½d. each, 7d.; six chocolate biscuits, 3d. each, 1s. 6d.. If you desire to offer any explanation it is to be forwarded in writing." The second complaint was:—"The customer considers that the charge of 3d. each for Macfarlane chocolate finger biscuits is excessive." Counsel then read the order of the Board of Trade enumerating the articles dealt with, and he said that the order was meant to apply to coffee sold in a dry state and to biscuits sold over a counter, not as part of a meal. The Lord Chief Justice, without indicating an opinion on the part of the Court, said that the point was one which must be settled, and he granted the rule *nisi*, making it returnable for Monday week.

The Income-Tax Commission held its thirty-first meeting recently at 12, Great George-street, Westminster, to hear evidence. In the absence of Lord Colwyn, the Chairman of the Commission, Mr. Kerly, K.C., presided. Evidence on behalf of the National Association of Assessors and Collectors of Government Taxes was given by Mr. R. E. Fisher, assessor, of Liverpool, and Mr. Stanley Brown, collector for Finsbury, who made suggestions for a rearrangement of the duties of assessors and collectors, and proposed that the power to take summary proceedings, now confined to the recovery of quarterly assessments, should be extended to include all charges for which collectors are responsible. Mr. Leslie S. Wood and Mr. W. A. Haviland gave evidence, first of all, on behalf of the Central Land Owners' Association, the Land Union, and the Land Agents' Society, in regard to income-tax as affecting the owners of agricultural land. They stated that the statutory deductions of one-sixth and one-eighth for repairs and maintenance are insufficient, but that the concession which allows to owners of land and of the smaller properties the actual sums expended is, on the whole, equitable, but involves considerable trouble in the preparation of claims. They suggested that a landowner should be given the option of being assessed under Schedule D on his average net income from lands and houses during the three years preceding the year of assessment. In regard to lands not used for the purpose of husbandry, the profits should be taken as the basis for assessment, or, alternatively, the assessment made under Schedule B should not exceed one-third of the annual value. The same witnesses proceeded to give evidence on behalf of the Royal English Arboricultural Society, the Royal Scottish Arboricultural Society, the Central Landowners' Association, and other organizations interested in the assessment of woodlands under Schedules A and B, and urged that the owner should be allowed to select the particular woods in respect of which he should be assessed under Schedule D; that in the case of exceptional fellings during the war, the amount of the tax should be restricted to the amount which would have been payable if normal fellings had been made; and that, if these proposals are considered impracticable, the Schedule B assessment should be made on one-third of the annual value instead of the annual valne.

Ministers are hard at work on their promised Land Bill. Statutory effect is to be given to the agricultural policy which the Prime Minister outlined at the Caxton Hall on the day before the reassembling of Parliament. The Bill will have two main features. It will continue the system of guaranteed prices for home-grown corn which was embodied in the Corn Production Act. The amount of the guarantee and the length of time for which it should be in operation are still being considered by the Royal Commission. In any case the Government will insist that the increased cost of production must be taken into account. They have further made up their minds that the guarantee must cover a sufficient period of years to secure the cultivator from the violent fluctuations of foreign agriculture. The other governing proposal in the Bill will be to give farmers security of tenure. The principle on which Ministers are working is that the farmer should be secured in his tenancy unless the land is sold for public purposes, or he is a bad cultivator. The Bill will further provide that increases of rent shall be fixed by arbitration if the parties fail to come to an agreement. It is confidently stated that the Bill will be introduced before Christmas, and there is even some hope of its being passed into law this Session. The prospects would be brighter if the Royal Commission, which has ignored the request of the Government for an interim Report by the end of September, would hurry up with its recommendations.

Ministers have also been engaged for a long time in preparing a Bill for the permanent regulation of the liquor trade to take effect when the Defence of the Realm Act ceases to be in operation. It is understood that the Bill is now ready for presentation to Parliament, and that it will be introduced in the House of Commons by Mr. H. A. L. Fisher at an early date. A great effort will be made to pass the measure into law during the present Session. The Government have come definitely to the conclusion that it is impossible to revert to the pre-war position, and the Bill will make it clear that the old easy-going system has gone beyond recall. The pre-war hours of opening, for example, would no longer be tolerated by the licensed trade. The Bill will open up the widest possible issue, and it is to be noted that Mr. J. H. Thomas will attend a conference at Carlisle on Saturday to open the Labour campaign for the public ownership and control of the liquor trade.

Mr. William Henry Stoker, called as an expert witness in the Nigeria libel case, said that he was a barrister and a King's Counsel for one of the Colonies. He had been a Puisne Judge in Nigeria. He knew what the powers of the British Residents were in 1914, and there had been small alterations since. He also knew the powers of the Alkali. The Alkali was in the position of a President of the Native Court, and was subject to the Resident, who at all times had entry to the Native Court, and who had power to alter, modify or cancel any decision of the Native Court, or to order a rehearing of any case. By an Ordinance it was provided that no sentence imposed by a Native Court should be one of mutilation or torture or should be against natural justice and humanity. It was the duty of the Resident to see that that Ordinance was observed. It was contrary to natural justice and the dictates of humanity to strip a woman naked and flog her in a public market, but he (the witness) did not know whether flogging came within the scope of the Ordinance. The Provincial Courts and the Supreme Court had not power to order flogging, but the Native Courts had that power under the Criminal Code.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Sargant.
Monday Nov. 17	Mr. Farmer	Mr. Church	Mr. Goldschmidt	Mr. Leach
Tuesday 18	Jolly	Farmer	Leach	Church
Wednesday .. 19	Synge	Jolly	Church	Farmer
Thursday ... 20	Bloxam	Synge	Farmer	Jolly
Friday..... 21	Borrer	Bloxam	Jolly	Synge
Saturday 22	Goldschmidt	Borrer	Synge	Bloxam

Date.	Mr. Justice Astbury.	Mr. Justice Peterson.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.
Monday Nov. 17	Mr. Borrer	Mr. Synge	Mr. Jolly	Mr. Bloxam
Tuesday 18	Goldschmidt	Bloxam	Synge	Borrer
Wednesday.... 19	Leach	Borrer	Bloxam	Goldschmidt
Thursday 20	Church	Goldschmidt	Borrer	Leach
Friday 21	Farmer	Leach	Goldschmidt	Church
Saturday 22	Jolly	Church	Leach	Farmer

The Property Mart

Forthcoming Auction Sales.

November 25.—Messrs. Debenham, Tewson & Chinnocks, at Winchester House, Old Broad-street, E.C., at 2.30 p.m., City Freeholds. (See advertisement, back page, this week.)

December 8 & 9.—Messrs. Duncan B. Gray & Partners, at Winchester House, Old Broad-street, E.C., at 2 p.m., City Freehold Estate. See advertisement, back page, this week.)

December 9.—Messrs. Knight, Frank & Rutley, at the Hanover-square Estate Rooms, at 2.30 p.m., Shop Properties. (See advertisement, back page, this week.)

December 18.—Messrs. Goddard & Smith, Business Premises, Flats, &c. (See advertisement, back page, this week.)

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 7.

North British Eyelet Co., Ltd.—Creditors are required, on or before Nov. 14, to send their names and addresses, and the particulars of their debts or claims, to Leonard Douglas Kidson, of 1, Booth-st, Manchester, liquidator.

Goomera (Ceylon) Tea Estates Co., Ltd.—Creditors are required, on or before Jan. 31, to send in their names and addresses, and the particulars of their debts or claims, to J. D. Stewart Bogle, 3, Great St. Helens, liquidator.

Edible Products Co., Ltd. (In Voluntary Liquidation).—Creditors are required forthwith to send their names and addresses, and particulars of their claims, to Thomas Dutton, 4, Piccadilly, Manchester, liquidator.

City Varieties, Ltd.—Creditors are required to send in their names and addresses, and particulars of their debts or claims, to Joseph Carr, 26, Mosley-st., Newcastle-upon-Tyne, liquidator.

Nuoba Steamship Co., Ltd. (In Voluntary Liquidation).—Creditors are required, on or before Dec. 16, to send their names and addresses, and the particulars of their debts and claims, to R. Wilson Bartlett, Central-chmbrs., Newport, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 11.

Joseph Meredith & Co., Ltd. (In Voluntary Liquidation).—Creditors are requested, on or before Nov. 29, to send their names and addresses, and the particulars of their debts or claims, to Harold John de Courcy Moore, 2, Greshambldgs., Guildhall, liquidator.

Werneddu Coal & Brick Co., Ltd.—Creditors are required, on or before Dec. 6, to send in their names and addresses, and the particulars of their debts or claims, to Henry Frederick Hartman, City-chmbrs., Darley-st., Bradford, liquidator.

SOUTH HILTON GAS LIGHT AND COKE CO., LTD.—Creditors are required, on or before Dec. 27, to send their names and addresses, and particulars of their debts or claims, to Arthur W. Holey, 18, Frederick-st., Sunderland, liquidator.

SAFETY CELLULOID CO., LTD.—Creditors are required, on or before Dec. 15, to send their names and addresses and the particulars of their debts or claims, to William Barton, Abbey-rd., Park Royal, liquidator.

SAYD BYCARS CO., LTD.—Creditors are required, on or before Dec. 6, to send their names and addresses and the particulars of their debts or claims, to Charles Ernest Bullock, Hanley, liquidator.

SWIFT TYPEWRITER CO., LTD.—Creditors are required, on or before Nov. 19, to send their names and addresses, and the particulars of their debts or claims, to Jno. H. FFrecborough, 25, Figtree-lane, Sheffield, liquidator.

LONDON SCOTTISH MANUFACTURERS AND ENGINEERS, LTD.—Creditors are required, on or before Dec. 16, to send in their names and addresses, with particulars of their debts or claims, to George Augustus Petter, 4, York-st., Twickenham, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, NOV. 7.

Ioan Marbles, Ltd.
Cabal Constructional and Supply Co., Lt
Swift Typewriter Co., Ltd.
Oxley, Lawrence & Co., Ltd
Electric Pictures (Rushey Green), Ltd.
Frost Patent Engine Syndicate, Ltd.
Motor Sheet Metal Co., Ltd.
Kubang Yu Coconut Estate, Ltd.
Simson Bros. & Co., Ltd.
Muda Syndicate, Ltd.
Imperial Steam Fishing Co., Ltd.
Hellyers' Steam Fishing Co., Ltd.
Highbridge Market House Co., Ltd.
Royal & Fortescue Hotel, Ltd.
Bertish, Mothersill & Co., Ltd.
Mayfair Enterprises, Ltd.

London Gazette.—TUESDAY, NOV. 11.

Mackies, Ltd.
Rankine Cockayne & Co., Ltd.
Stonefield Chemical Co., Ltd.
Safety Celluloid Co., Ltd.
West Cornwall Steamship Co., Ltd.
Wernddu Coal & Brick Co., Ltd.
Mexican Gold and Silver Recovery Co Ltd.
Handley Brothers, Ltd.
British and General Trading Association Ltd.
Sheffield Banking Co., Ltd.
Bury Quilting Manufacturing Co., Ltd.
F. S. Rowden & Co., Ltd.
Marine Steam Fishing Co., Ltd.
Lords, Ltd., Walsall.
Colonial Coal and Shipping Co., Ltd.
Chepstow Motor Garage Co., Ltd.
Ford Corporation, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 4.

ANDREW, WILLIAM, Brighton. Dec. 23. Charles J. Guy, 26, Budge-row.
BARDWELL, THOMAS NEWMAN, Sheffield. Dec. 16. Watson, Esam & Barber, Sheffield.
BENNETT, ERNEST, Richmond. Dec. 1. A. Lawrence Houlder, 27, Chancery-lane.
BLACKBURN, WILLIAM, Halifax. Dec. 10. Godfrey Rhodes & Evans, Halifax.
BOLTON, WILLIAM EDWARD, Madeira. Jan. 31. Eddowes & Simm, Ashborne.
BOSSEN, LUDWIG, Cardiff. Dec. 10. William Thomas, Cardiff.
BROWN, CHARLES CORNISH, Clifton, Bristol. Dec. 16. Abbot, Pope & Abbot, Bristol.
BURNEY, JAMES, Pevensey, Sussex. Dec. 8. Coward and Hawksley, Sons & Chance, 30, Mincing-lane.
BURRELL, EDWARDS SYKES JIM, Hammersmith, Commercial Traveller. Dec. 11. Farsons, Evans & Francis, 29, Regent-st.
COLQUHOUN, FRANCES MARY, St. Pancras. Dec. 1. Light & Fulton, 1, Laurence Pountney-hill.
CORDERY, FREDERICK, Elstree, Herts. Dec. 10. Sedgwick, Turner, Sworder & Wilson, Watford.
COWLIN, FREDERICK, Clapham Park. Dec. 24. Langhams, 10, Bartlett's-bldgs.
DAVIES, LAURA ELIZABETH, Maidenhead. Dec. 13. Farrer & Co., 66, Lincoln's Inn-fields.
DICKINSON, WILLIAM HENRY EGERTON DE BRISSAC, Cairo, Egypt. Dec. 1. Holloway, Blount & Duke, 24, Lincoln's Inn-fields.
DUCKHAM, JAMES, Rooksbridge, near Axbridge. Dec. 31. Henry W. Parker, 11, Queen Victoria-st.
ELLIOTT, WILLIAM JOHN PEARSE, Yeovil. Nov. 14. Watts, Watts & Henley, Yeovil.
FORDOM, AGNES CAROLINE, Brixton. Dec. 15. Burton & Son, Blackfriars-rd.
GIUI, RUDOLF ALBERT, Montpelier-row, Knightsbridge. Dec. 15. Rochester, Pusey & Co., 90, Cannon-st.
HALSTEAD, HENRY, Nelson, Lancs. Dec. 15. Robert Baldwin, Nelson.
HARRISON, ABRAHAM SPARROW, Doncaster. Dec. 1. Atkinson & Sons, Doncaster.
HIBBARD, WILLIAM, Leigh-on-Sea. Dec. 6. James, Mellor & Coleman, 12, Coleman-st.
HINDE, FRANCIS HAWKYARD, Wolverhampton, Printer. Dec. 31. Underhill, Neve, Thorneycroft, Taylor & Co., Wolverhampton.
HOLLINPRIEST, ISAAC HENRY, Bowdon, Chester. Dec. 12. Minor & Co., Manchester.
HUMPHREY, GEORGE, Mitcham. Dec. 16. King, Adams & Co., Cannon-st.
JAKINS, ERNEST CHARLES, Hawkes Bay, New Zealand. Dec. 13. Pearce & Nicholls, 12, New-ct., Lincoln's Inn.
JONES, JOHN HENRY, Seven Kings. Dec. 10. Foster Gravo & Co., Liverpool-st.
LAWRANCE, HENRY WILLIAM, South Lambeth. Nov. 1. Hore, Pattinson & Bathurst, 48, Lincoln's Inn-fields.
LEWIS, CHARLES SINCLAIR, Cricklewood. Dec. 15. Dennison, Horne & Co., 45, Gracechurch-st.
LYALL, WILLIAM, Fowburn, Northumberland. Dec. 13. Adam, Douglas & Son, Alnwick.
MAGUIRE, RICHARD THOMAS, Southport. Dec. 1. Batesons, Warr & Wimshurst, Liverpool.
MAPP, THOMAS HEATH, Chiswick, Warehouseman. Dec. 15. E. Clifford Webster, 61, Carey-st., Lincoln's Inn.
MARTLAND, SARAH, Little Hulton, Lancs. Dec. 1. Berry & Berry, Manchester.
MINSHULL, JAMES, Upper Clapton. Dec. 6. Lonsdale & Everidge, 1, Adam-st., Adelphi.
MITCHELL, HENRY, Acton. Nov. 30. W. A. G. Davidson & Co., Acton.
OGDEN, HERMAN, Buxton. Dec. 20. Diggles & Ogden, Manchester.
PRICHARD, GEORGE WILLIAM, Staunton-on-Arrow, Farmer. Dec. 1. Temple & Philpin, Kington, Herefordshire.
RATWORTH, JANE, Salford. Dec. 7. John Hewitt & Son, Manchester.
ROBINSON, JULIUS, Aldgate, Cabinet Maker. Nov. 30. Henry Stewart-Moore, Suffolk-st., Pall Mall East.
SCOTT, ISABELLA GILES, Cheltenham. Dec. 1. Stanton & Hudson, 108a, Cannon-st.
SIMCOX, MARY ANN, Walsall. Dec. 15. E. Irwin Miller, Walsall.
STANTON, EDWARD CHARLES, Merton Park, Surrey. Dec. 1. Stanton & Hudson, 108a, Cannon-st.
STEVENS, HENRY SLINGSBY, Clapton. Dec. 20. C. V. Young & Cowper, 65, Stoke Newington-rd.
TOLHURST, HANNAH, Lee, Kent. Dec. 6. Herbert W. Myatt, 49/5, Great Tower-st.
VAUGHAN, EDWIN MONTGOMERY BRUCE, Cardiff. Dec. 16. Edward Horley, Cardiff.
VIAL, JOSE MARIA, Half Moon-st. Dec. 15. Smiles & Co., 15, Bedford-row.
WALLER, CHRISTIANA, Scarborough. Dec. 1. Atkinson & Sons, Doncaster.

London Gazette.—FRIDAY, NOV. 7.

AIRES, MARTHA, Bedford. Dec. 15. Frank W. Morris, 31, King William-st.
ANDREW, RALPH, Stockport. Dec. 4. Douglas Houstoun, Duchy of Lancaster.
BARNES, ALFRED ALBERT, Blackheath, Managing Director. Dec. 6. Tatham, Oblein & Nash, 11, Queen Victoria-st.
BEAUJEUX, HERMAN VICTOR, Shepherd's Bush, Hotel Manager. Dec. 20. Barron & Son, 3, Gray's inn-pl., Gray's inn.
BETTINSON, GEORGE YOUNG, King's Lynn. Dec. 10. W. D. Ward, King's Lynn.
BROOME, EDMUND JOHN, Battle, Sussex. Dec. 8. Timbrell & Deighton, 90, Cannon-st.
BLISS, EDWARD, Chadlington, near Charlbury, Farmer. Dec. 18. Wilkins & Toy, Chipping Norton.
BLAMEY, ANNE WALKER, Stoke Devonport. Dec. 3. J. A. Pearce, Devonport.
BULL, SARAH, Stoke Newington. Dec. 10. Theodore Goddard & Co., 10, Serjeants' inn.
BUTLER, ELIZABETH ANN MARIA, Walsall. Dec. 22. E. Irwin Miller, Walsall.
CHESCOE, ARTHUR WILLIAM CHARLES, Holloway. Dec. 24. H. B. Wedlake, Saint & Co., Finsbury Park.
COOKE, CHARLES REGINALD, and ETHEL KATE COOKE, Irlam. Dec. 20. March, Pearson & Co., Manchester.
CROWTHER, BENJAMIN, Winchmore Hill. Dec. 10. H. B. Wedlake, Saint & Co., Bank-chmbrs., Finsbury Park.
DE VERE PERY, The Hon. EDMUND WILLIAM CLAUDE GERARD, Limerick, Ireland. Dec. 1. Rooper & Whately, 17, Lincoln's inn-fields.
FITZGERALD, GERALD OTHO, 20, Pall-mall. Nov. 30. Saltwell & Co., 1, Stone-bldgs.
FRIEDMAN, HANNAH, Kensington. Dec. 15. M. A. Jacobs, 73 and 74, Jermyn-st.
GAUTIER, JULES PAUL VICTOR, Islington, Pianoforte Manufacturer. Dec. 24. H. B. Wedlake, Saint & Co., Finsbury Park.
GOUGH, ELIZABETH JANE, Chilworth, Surrey. Dec. 6. Sprott & Sons, Mayfield, Sussex.
GOLMAERE, VICTOR, Courtrai, Belgium, Manufacturer. Dec. 5. Alfred Double & Sons, 91, Fore-st.
GOLDEN, HENRY BOOTH, Huddersfield, Ironmonger. Nov. 29. Armitage, Sykes & Hinchcliffe, West Yorkshire.
DE GRUYTHER, CUTHBERT MONTAGUE, St. James. Dec. 14. Rawson & Stevens, 188/189, Strand.
GRAY, ANNE ELIZABETH, Gloucester-pl., Portman-sq. Dec. 16. Few & Co., 19, Surrey-st., Strand.
GRAY, EDWIN HARRY, Southend-on-Sea, Dairyman. Nov. 28. D. G. Verney, Southend-on-Sea.
HILDITCH, CHARLES EDWIN, Nantwich. Dec. 19. Whiteley & Bevan, Nantwich.
HILL, MARY ELIZABETH, Lymington, Hants. Nov. 30. Underwood, Piper & Heys-Jones, 13, Holles-st., Cavendish-sq.
HOCKNER, ALBAN HERMANN, Nottingham, Lace Merchants' Manager. Nov. 23. Edwin Jaques & Sons, Birmingham.
HOLMES, WILLIAM. Dec. 13. Bremridge & Luke, Exeter.
HOLMES, HARRIET. Dec. 13. Bremridge & Luke, Exeter.
KRAUSS, OTTO RICHARD, Finsbury Park. Dec. 24. H. B. Wedlake, Saint & Co., Finsbury Park.

LARGE, Lieutenant CHARLES EDWARD, Salem, India. Dec. 10. Sanderson, Adkin, Lee & Eddis, 46, Queen Victoria-st.
LANCASTER, WILLIAM, Manchester. Dec. 16. Wm. Walker, Manchester.
LING, CHARLES WILLIAM, Southgate, Civil Servant. Dec. 10. H. B. Wedlake, Saint & Co., Finsbury Park.
LONG, WALTER, Upham, Southampton. Dec. 1. Johnson, Raymond-Barker & Co., 9, New-sq., Lincoln's inn.
MASON, ISBOTT ALFRED, Oxford. Dec. 19. Edwin T. Hatt, Oxford.
MACMILLAN, JOHN CAMERON, Hale, Chester. Dec. 8. Farrar & Co., Manchester.
MITFORD, Reverend WILLIAM LEDWICH, Mundford, Norfolk. Dec. 8. Pickering & Co., 4, Stone-bldgs., Lincoln's inn.
MORISON, KATHERINE, Queen's-gate. Feb. 25. Pilley & Mitchell, 29, Bedford-row.
NICHOLSON, JOHN MIDGLEY, Southampton-row. Dec. 7. Geo. W. Bower, 25, Old-bldgs., Lincoln's inn.
PAGEL, ALBERT JOHANN HERMAN, Golders Green. Dec. 8. Nelson Crowther, 10, Lincoln's inn-fields.
PITTARD, REBECCA, Hingham, Norfolk. Dec. 31. Barton & Son, East Dereham.
RUTT, Reverend ARTHUR FORSTER, Lyminge, Kent. Dec. 8. Upperton, Perkin & Co., 14, Lincoln's inn-fields.
SANDILANDS, JANE, Norwood. Dec. 8. Biddle, Thorne, Welsford & Gait, 22, Aldermanbury.
SCHAFER, ELIZABETH ANN, Hinton, near Christchurch. Dec. 5. Aldridge, Haydon & Whittingham, Christchurch, Hants.
SHARP, ABRAHAM, Shipley. Dec. 7. Wilfrid Dunn, Bradford.
STONEHOUSE, HARRY, Bowes Park, Middlx. Dec. 24. H. B. Wedlake, Saint & Co., Finsbury Park.
STYES, ELIZABETH AMELIA, Poulton-le-Fylde, Lancaster. Nov. 25. H. P. May & Hamer, Blackpool.
STANCLIFFE, HANNAH, Nottingham. Dec. 13. Johnstone & Williams, Nottingham.
STYES, EDWARD, Poulton-le-Fylde, Lancaster. Nov. 25. H. P. May & Hamer, Blackpool.
TITLER, Major-General ROBERT FRANCIS CHRISTOPHER ALEXANDER, Eastbourne. Nov. 30. Underwood, Piper & Heys-Jones, Holles-st., Cavendish-sq.
VICKERY, GEORGE, Ilfracombe. Dec. 13. Rowe & Warren, Ilfracombe.
WATSON, DOUGLAS VICTOR HEYDON, Highgate. Dec. 8. Biddle, Thorne, Welsford & Gait, 22, Aldermanbury.
WORTH, ELLEN ELIZABETH, Southall. Dec. 5. W. F. & W. Willoughby, Daventry.

At a court of directors of the Royal Exchange Assurance held recently, Sir ROBERT WALKER, Bt., was appointed a local director attached to the Hull branch.

Bankruptcy Notices.

London Gazette.—FRIDAY, October 24.

ADJUDICATIONS.

HAYDEN, HARRY, Southsea, Potato Merchant. Portsmouth. Pet. Oct. 17. Ord. Oct. 17.
LITTLE, SAMUEL DALKIN, South Bank, Yorks., Labourer, Middlesbrough. Pet. Oct. 23. Ord. Oct. 23.
LLOYD, SAMUEL, Haverfordwest, Grocer, Haverfordwest. Pet. Oct. 24. Ord. Oct. 24.
LLWNDES, FRED, Blackpool, Tram Driver, Blackpool. Pet. Oct. 22. Ord. Oct. 22.
UNDERWOOD, JAMES ALBERT, South Bank, Yorks., Labourer, Middlesbrough. Pet. Oct. 23. Ord. Oct. 23.

ADJUDICATIONS ANNULLED.

JENNINGS, ALFRED JAMES, Leicester, Boot Manufacturer, Leicester. Adjud. Dec. 31, 1901. Annul. Oct. 22, 1919. (Receiving Order dated Dec. 31, 1901, rescinded.)
SKEVINGTON, ALFRED, Leicester, Commercial Traveller, Leicester. Adjud. Mar. 29, 1898. Annul. Oct. 22, 1919 (Receiving Order dated Mar. 29, 1898, rescinded.)

London Gazette.—FRIDAY, Oct. 31.

RECEIVING ORDERS.

COLTON, CHARLES S., Savoy-ct., Strand, Company Director. High Court. Pet. Aug. 25. Ord. Oct. 28.
CROYLE, LEOPOLD A., Ashford, Kent, Farmer, Canterbury. Pet. Oct. 3. Ord. Oct. 25.
DAVIS, WILFRID FREDERICK, Leigh, Staffs. Burton-on-Trent. Pet. Oct. 1. Ord. Oct. 27.
FIFFE, KEITH KENNETH, Avonmore-mnsns., Kensington. High Court. Pet. Sept. 26. Ord. Oct. 28.
JACQUES, J. H., Finchley. High Court. Pet. Aug. 14. Ord. Oct. 29.
JENNINGS, GEORGE, Ossett, Yorks, Coal Miner. Dewsbury. Pet. Oct. 27. Ord. Oct. 27.
LANGDON, WILLIAM, Ystalyfera, Glam., Collier. Neath. Pet. Oct. 29. Ord. Oct. 29.
SMITH, SARAH ANN, Leaden Roothing, Essex. Chelmsford. Pet. Oct. 29. Ord. Oct. 29.
SMITH, JOHN, Rochdale, Shirt Manufacturer, Rochdale. Pet. Oct. 29. Ord. Oct. 27.

FIRST MEETINGS.

COLTON, CHARLES S., 111, Savoy-ct., Strand, Company Director. Nov. 10 at 12. Bankruptcy-bldgs., Carey-st.
CROSSE, LIONEL, Burnham-on-Sea, Somerset. Nov. 12 at 11.30. Off. Rec., 26, Baldwin-st., Bristol.
ELVY, ALFRED, Chiswick, Milliner. Nov. 10 at 11. 14, Bedford-row.
FIFFE, KEITH KENNETH, Avonmore-mnsns., Kensington. Nov. 11 at 11. Bankruptcy-bldgs., Carey-st.
JACQUES, J. H., Finchley. Nov. 12 at 11. Bankruptcy-bldgs., Carey-st.
JENNINGS, GEORGE, Ossett, Yorks, Coal Miner. Nov. 7 at 11. County Court House, Dewsbury.
LITTLE, SAMUEL DALKIN, South Bank, Yorks, Labourer. Nov. 11 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.
LLOYD, SAMUEL, Haverfordwest, Grocer. Nov. 28 at 11.30. Shire Hall, Haverfordwest.
LOE, ALWYN ERNEST, Clapham. Nov. 7 at 12.30. 132, York-rd., Westminster Bridge-rd.
NUTHALL, ERNEST JAMES, Kingston-on-Thames. Nov. 7 at 12. 132, York-rd., Westminster Bridge-rd.
UNDERWOOD, JAMES ALBERT, South Bank, Yorks, Labourer. Nov. 11 at 2.30. Off. Rec., 80, High-st., Stockton-on-Tees.

ADJUDICATIONS.

CROSSE, LIONEL, Burnham-on-Sea, Somerset. Bridgwater. Pet. Oct. 23. Ord. Oct. 27.
HIGGINSON, GEORGE SEYMOUR, Great Portland-st., Engineer. High Court. Pet. Dec. 23. Ord. Oct. 25.
JENNINGS, GEORGE, Ossett, Yorks, Coal Miner. Dewsbury. Pet. Oct. 27. Ord. Oct. 27.
LANGDON, WILLIAM, Ystalyfera, Glam., Collier. Neath. Pet. Oct. 29. Ord. Oct. 29.
SMITH, JOHN, Rochdale, Shirt Manufacturer. Rochdale. Pet. Oct. 29. Ord. Oct. 27.
SMITH, SARAH ANN, Leaden Roothing, Chelmsford. Pet. Oct. 29. Ord. Oct. 29.

London Gazette.—TUESDAY, Nov. 4.

RECEIVING ORDERS.

CLARENCE, LAURENCE JOHN, West Ealing, Actor. High Court. Pet. Oct. 6. Ord. Oct. 31.
JOWITT, JOSEPH EDWIN, Leeds. Leeds. Pet. Oct. 20. Ord. Oct. 30.
LEIGH, C. WALKER, St. James'-st. High Court. Pet. Feb. 26. Ord. Oct. 29.
NEWTON, GEORGE EDWARD, 74, Great Tower-st., Wholesale Chemist. High Court. Pet. Aug. 26. Ord. Oct. 29.

RECEIVING ORDER RESCINDED.

QUELCH-WOOLLS, F., Piccadilly. High Court. Ord. Oct. 9. Resc. Oct. 30.

FIRST MEETINGS.

BARKER, FREDERICK JAMES, Stourport Worcester, Grocer. Nov. 12 at 2. Lion Hotel, Kidderminster.
CLARENCE, LAURENCE JOHN, West Ealing. Nov. 14 at 11. Bankruptcy-bldgs., Carey-st.
GATFORD, E. B., Cold Ash, Newbury. Nov. 12 at 12. 1, St. Aldate's, Oxford.
HUSSEY, GEORGE HENRY, Ridgeway, Derby, Grocer. Nov. 13 at 11. Off. Rec., 4, Castle-pl., Nottingham.
LEIGH, C. WALKER, St. James'-st. Nov. 13 at 11.30. Bankruptcy-bldgs., Carey-st.
NEWTON, GEORGE EDWARD, 74, Great Tower-st., Wholesale Chemist. Nov. 12 at 11.30. Bankruptcy-bldgs., Carey-st.
SMITH, JOHN, Rochdale, Shirt Manufacturer. Nov. 12 at 3. Town Hall, Rochdale.

ADJUDICATIONS.

HART, HENRY THOMAS, Old Bond-st., Motor Agent. High Court. Pet. May 25. Ord. Oct. 29.
HOARE, CYRIL THORNTON, Knightsbridge. High Court. Pet. March 12. Ord. Oct. 29.
JACKSON, G., Erith, Kent, Grocer. High Court. Pet. Sept. 3. Ord. Oct. 31.
ROBINSON, ROWLAND GEORGE, Stepney. High Court. Pet. June 26. Ord. Oct. 30.

ADJUDICATION ANNULLED.

IMPEY, EDWARD, Luton, Leicester. Adjud. Feb. 12, 1912. Annul. Oct. 27, 1919.

London Gazette.—FRIDAY, Nov. 7.

RECEIVING ORDERS.

ABBOTT, Lieut. FRANCIS GEORGE WHITE, Oxford-ter. High Court. Pet. Sept. 12. Ord. Nov. 4.
BILLING, DUDLEY F., Great Chapel-st., Oxford-st., Motor Engineer. High Court. Pet. Oct. 17. Ord. Nov. 4.
BORRILL, WILLIAM F., Birmingham, Insurance Broker. Birmingham. Pet. Oct. 15. Ord. Nov. 5.
CORNMELL, ABRAHAM, Dudley, Staffs., Cattle Dealer. Dudley. Pet. Oct. 10. Ord. Nov. 4.
NAYLOR, GEORGINA RIDDLE, Plumstead. Greenwich. Pet. Oct. 9. Ord. Nov. 4.
NORBURY, JAMES HENRI, Liverpool, Carting Contractor. Liverpool. Pet. Nov. 4. Ord. Nov. 4.
OAKES, VICTOR, Forest Hill, Kent, Bootmaker. Greenwich. Pet. Sept. 4. Ord. Nov. 4.
PETTINGALE, A., Kingston-upon-Hull, Joiner. Kingston-upon-Hull. Pet. Oct. 16. Ord. Nov. 4.
SHARMAN, JOSEPH H., Bolton. Bolton. Pet. Oct. 1. Ord. Nov. 5.
THWAITES, JOHN, Cockermouth, Motor and Cycle Agent, Whitehaven. Pet. Nov. 5. Ord. Nov. 5.

FIRST MEETINGS.

ABBOTT, Lieut. FRANCIS GEORGE WHITE, Oxford-ter. Nov. 18 at 11. Bankruptcy-bldgs., Carey-st.
BILLING, DUDLEY F., Great Chapel-st., Oxford-st., Motor Engineer. Nov. 18 at 12. Bankruptcy-bldgs., Carey-st.
HOWELS, EDWARD ELDERKIN, Stamford, Lincs., Builder. Nov. 14 at 11. Stamford Hotel, Stamford.
LANGDON, WILLIAM, Ystalyfera, Glam., Collier. Nov. 14 at 11.30. Off. Rec., Government-bldgs., St. Mary's-st., Swansea.
NAYLOR, GEORGINA RIDDLE, Plumstead. Nov. 14 at 11. 132, York-rd., Westminster Bridge-rd.
OAKES, VICTOR, Forest Hill, Kent, Bootmaker. Nov. 14 at 12. 132, York-rd., Westminster Bridge-rd.

ADJUDICATIONS.

CLARENCE, LAURENCE JOHN, West Ealing, Actor. High Court. Pet. Oct. 6. Ord. Nov. 4.
KRISTENSEN, HANS FREDERICK AAGE, Blyth, Caterer, Newcastle-upon-Tyne. Pet. Oct. 1. Ord. Oct. 30.
LOE, ALVIN ERNEST, Clapham. Wandsworth. Pet. July 24. Ord. Nov. 4.
NORBURY, JAMES HENRI, Liverpool, Carting Contractor, Liverpool. Pet. Nov. 4. Ord. Nov. 4.
THWAITES, JOHN, Egremont, Cumberland, Motor and Cycle Agent, Whitehaven. Pet. Nov. 5. Ord. Nov. 5.

ADJUDICATION ANNULLED.

BRADING, WILLIAM HENRY, Chapel-st., Islington, Fishmonger. High Court. Adjud. Mar. 22, 1905. Annul. Sept. 12, 1919.
HARRIS, LEWIS, Great Grimsby, Jeweller's Manager. Adjud. July 24, 1905. Annul. Nov. 4, 1919.

London Gazette.—TUESDAY, Nov. 11.

RECEIVING ORDERS.

HARVEY, EDWIN HAROLD, Yeovil, Agricultural Merchant, Yeovil. Pet. Nov. 7. Ord. Nov. 7.
HENRY, JOHN WINGFIELD, 7, Clarges-st., Piccadilly. High Court. Pet. Sept. 12. Ord. Nov. 5.
HOOD, GEORGE ROBERT, Bristol, Business Manager, Bristol. Pet. Nov. 7. Ord. Nov. 7.
IVESON, GEORGE FREDERICK, Darlington, Compositor, Stockton-on-Tees. Pet. Nov. 7. Ord. Nov. 7.
JACOB, JOHN, Dover, Army Pay Clerk. Canterbury. Pet. Oct. 14. Ord. Nov. 8.
KIRBY, ALFRED DAWSON, Maidenhead, Licensed Victualler. Windsor. Pet. Oct. 15. Ord. Nov. 7.
LAMPSON, Sir CURTIS GEORGE, Bart., Twickenham. High Court. Pet. Sept. 9. Ord. Nov. 8.
POSKITT, FRED, Horbury, near Wakefield, Colliery Ripper, Wakefield. Pet. Nov. 5. Ord. Nov. 5.
RICHARDSON, WILLIAM, Middlesbrough, Shoemaker, Middlesbrough. Pet. Oct. 17. Ord. Nov. 5.
SHONGOLD, D., Great Portland-st., Manufacturing Furrier. High Court. Pet. Oct. 17. Ord. Nov. 6.
STEPHENS, SIDNEY OLDRIDGE, Dorking, Fishmonger, Croydon. Pet. Nov. 7. Ord. Nov. 7.
STRIDE, WILLIAM GEORGE, Eastbourne. Eastbourne. Pet. Oct. 9. Ord. Nov. 7.
WESTON, HARRY CLIFFORD, Brighton, Solicitor, Brighton. Pet. Oct. 22. Ord. Nov. 7.

FIRST MEETINGS.

FOY, CORNELIUS, Newmarket, Jockey. Nov. 19 at 11. White Hart Hotel, Newmarket.
HENRY, JOHN WINGFIELD, Clarges-st., Piccadilly. Nov. 19 at 11. Bankruptcy-bldgs., Carey-st.
LAMPSON, Sir CURTIS GEORGE, Bart., Twickenham. Nov 19 at 12. Bankruptcy-bldgs., Carey-st.
NORBURY, JAMES HENRI, Liverpool, Carting Contractor. Nov. 18 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.
PETTINGALE, A., Kingston-upon-Hull, Joiner. Nov. 19 at 11.30. Off. Rec., York City Bank-chmbrs., Lowgate, Hull.
POSKITT, FRED, Crigglestone, Colliery Ripper. Nov. 19 at 11. Off. Rec., 21, King-st., Wakefield.
SHONGOLD, D., Great Portland-st., Manufacturing Furrier. Nov. 19 at 12. Bankruptcy-bldgs., Carey-st.
STEPHENS, SIDNEY OLDRIDGE, Dorking, Surrey, Fishmonger. Nov. 19 at 11. 132, York-rd., Westminster Bridge-rd.